

THE  
ATTORNEY'S  
COMPLEAT  
**Pocket-Book.**

CONTAINING

Near four Hundred of such choice and approved Precedents, in Law, Equity, and Conveyancing, as an Attorney may have Occasion for, when absent from his Office;

Digested under the following Heads;

Acknowledgements.	Exchanges.	Mortgages.
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Affidavits.	Gifts.	Partition.
Agreements.	Grants.	Petitions.
Appointments.	Leases.	Promissory Notes.
Assignments.	Lease and Release.	Protections.
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Bargains and Sales.	Livery of Seisin and Attornments.	Revocations.
Bills.	Memorials.	Separation.
Bonds.		Settlements.
Covenants.		Tickets.
Defeasances.		Uses.
Distress for Rent.		Warrants.
		Wills.

Calculated for the Use of Practisers in general, but more particularly for the Assistance of *Country Attornies* and their Clerks: Also necessary for Gentlemen, Landlords, Stewards, Tenants, &c. &c. &c.

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By an Attorney at Law,  
Author of the *Practice Epitomized*.

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The Fourth Edition, Corrected, with large Additions.

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In the SAVOY:

Printed by HENRY LINTOT, Law-Printer to the King's most Excellent Majesty; for W. Reeve, at *Shakespear's Head*, in *Fleet-street*, 1756.





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T H E

P R E F A C E.

**T**HE Usefulness of this Pocket-Book to Practisers in the Law, especially when absent from their Libraries and Papers, is very evident; and the extraordinary Sale of the first and second Impressions has plainly demonstrated the same.

There are a great Number of Books which seem to be of this Kind, yet none of them answer the End of a Pocket-Book; for they being filled with little more than Vocabularies in English and Latin, or a few Forms of Declarations, Writs and such like, which are not necessary to be carried in the Pocket, a great many more useful Things must be consequently omitted.

These Reasons induced the Author to pursue this Undertaking; wherein he has not only collected a great Variety of the most useful Precedents, and added some Instructions

## THE PREFACE.

*structions relating to them, but also reduced many Precedents into one in a Method entirely new; as for Instance, the Præcipe and Concord of a Fine will serve a great Variety of Cases, whereby many Mistakes, which a Multitude of Precedents might occasion, will be prevented. And in this Fourth Edition great Care has been taken to correct such Mistakes as were overlooked in the former Impressions; and several new Precedents upon late Acts of Parliament, and others which were found necessary, are added: And throughout the whole such Methods are pursued, that it contains more in this small Compass than any Book extant: Therefore 'tis hoped it will truly answer its Title, and continue its general Approbation.*

THE

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THE  
ATTORNEY'S  
Complete Pocket-Book.

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PART I.

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Accounts.

*An Allowance of an Account to be signed by  
the Parties.*

**W**E Sir G. M. Bart. and H. E. Esq; have  
this Day stated this Account, and do al-  
low and approve thereof, and I the said Sir G.  
M. have now carefully compared and examined my  
several Vouchers, and find the same to correspond  
and agree as to Dates, Numbers and Sums, with  
the Payments in Mr. E.'s Account mentioned,  
and I acknowledge that the said Vouchers are  
now delivered up to me, and do both of us  
own and acknowledge that this Account is in  
full of all Claims and Demands against each other  
from the Beginning of the World to the Date  
hereof, as Witness our Hands the Day and Year  
above written.

Witness, &c.

P. C.

G. M.

H. E.

*A Duplicate Signed.*

Witness, &c.

H. E.

G. M.

B

We



## Acknowledgments.

*Another.*

We have this Day examined, stated and balanced this Account, and do allow the same, and the Ballance thereof to be just and true. Witness our Hands this——Day, &c.

Witness, &c.

## Acknowledgments.

*Of Writings received.*

**R** Eceived this——Day of——of *A. B.* two several Indentures, one of Lease and the other of Release, dated respectively——and both made between——purporting a Mortgage from the said——to the said——of Lands in——for securing——and Interest. And also a Bond for the Performance of the Covenants contained in the said Mortgage. I say received in order to recover the Monies due thereon,

By me *C. D.*

*Or it may be,* for which said Writings, I hereby promise to be accountable to the said *A. B.* or to redeliver them on Demand.

*By Trustees* We the within named *A. B.* and *C. D.* do hereby that Stock by severally acknowledge, that the——*l. Bank-* Stock within mentioned hath been transferred to *red to and* and accepted by us, upon the Trusts within mentioned by *accepted by* tioned.

*them upon*  
*Trusts. By*  
*Indorse-*  
*ment.*

Witness  
*E. F.*  
*G. H.*

*A. B.*  
*C. D.*



Acquit-

## Acquittances.

**R** Eceived this ——— Day of ——— 1743, of *In Part of*  
 Mr. *A. B.* the Sum of 10 *l.* in Part of 20 *l.* Money due  
 due on a Bond dated the ——— Day of ——— en- on Bond.  
 tered into by the said *A. B.* to me in the Penalty of  
 40 *l.* By me *C. D.*

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10 00 00

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**R** Eceived this ——— Day ——— 1740, of *For a Le-*  
 Mr. *A. B.* Executor of the last Will and *gacy.*  
 Testament of *C. D.* deceased, the Sum of 50 *l.* in  
 full for a Legacy bequeathed to me in and by the  
 said Will and Testament of the said *C. D.*  
 By me *E. F.*

---

50 0 00

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<p><b>R</b> Eceived the Day of the Date of          the within written Indenture of          the within named <i>A. B.</i> the Sum of 100 <i>l.</i>          being the Consideration Money within          mentioned to be paid by him to me. I say          received By me <i>C. D.</i></p>	} 100 <i>l.</i>	<p><i>For Consi-          deration          Money in a          Convey-          ance or Se-          curity.</i></p>
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——— *As before to,* being in full for the Consi- *The like.*  
 deration Money within mentioned for the Purchase  
 of ——— within granted and fold.

<p><b>R</b> Eceived, &amp;c. <i>as before to,</i> by him to          me, and for which, the like Re-          ceipt is given on another Part of the with-          in written Indenture          I say received ———</p>	} 100 <i>l.</i>	<p><i>The like          when there          are two          Originals          and two          Receipts          for the          same Sum.</i></p>
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**Affidavits.**

*The like  
where  
there are  
several for  
the same  
Sum on se-  
veral  
Deeds.*

**R.** Received, &c. As before to, paid to  
me, and for which Sum two seve-  
ral Receipts are indorsed on the Back of  
one Indenture of Release, bearing equal  
Date with the Indenture within written  
and made between—— } 100*l*.  
I say received—— }

**Affidavits.**

*Of the Cause of Action in order to hold  
a Defendant to Special Bail.*

*For Goods Sold.*

**A.** B. of—— (Mercer) maketh Oath,  
that C. D. of—— (Yeoman) is in-  
debted to this Deponent in the Sum of——  
for Goods sold and delivered (*but if only for  
one Thing, as for a Gelding, say, for a Gelding  
sold and delivered*) by this Deponent to the said  
C. D.

*A. B.*

Sworn at—— the—— Day of  
—— in the Year of our Lord  
—— Before——

*The like where several Plaintiffs.*

—— Indebted to him the said Deponent and  
(*the other Plaintiffs to be particularly named*) in  
the Sum of—— for Goods sold and delivered by  
this Deponent and the said (*naming the other  
Plaintiffs*) to the said C. D.

## Affidavits.

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### *For Money lent.*

——— For so much Money by this Deponent lent to the said C. D.

### *For Money had and received.*

——— For so much Money had and received by the said C. D. for the Use of this Deponent.

### *For Money laid out and expended.*

——— For so much Money by this Deponent paid, laid out, and expended, for the said C. D. at his Request.

### *For Money due on Account stated.*

——— For so much Money due to this Deponent upon the Ballance of an Account stated by and between the said C. D. and this Deponent.

### *For Work done, and Materials found.*

——— For Work and Labour done and performed by this Deponent (or this Deponent's Servants, or both, as the Case is) and for Materials (if any) about the said Work and Labour by this Deponent found and provided.



## Affidavits.

*For Meat, Drink, Washing and Lodging.*

———For Meat, Drink, Washing and Lodging by this Deponent for the said C. D. found and provided.

*For Journies, Horse-hire and Expences.*

———For divers Journies taken by this Deponent (*or his Servant, &c.*) for the said C. D. at his Request, and for Horse-hire and necessary Expences in and about the said Journies.

*For Fees, &c. by an Attorney.*

———For Fees, Work and Labour, Money laid out, Journies and Attendances of this Deponent in and about prosecuting and defending divers Suits and Actions, and for Drawing and Ingrossing divers Deeds and Writings, and Money laid out about the same for the said C. D. (*or in fewer Words as in the next.*)

*The like by the Executor or Administrator, &c. of an Attorney.*

———Indebted unto this Deponent as Executor (*or Executrix*) of the last Will and Testament, (*or as Administrator or Administratrix of all and singular the Goods and Chattels which were*) of E. F. Gent. deceased, for Fees, Work, Labour, and Journies of the said E. F. in his Life-time about Affairs of the said C. D. and for Money by him the said E. F. in his Life-time about the same laid out and expended.

*For*

*For Medicines, &c. of an Apothecary.*

———For divers Medicines and other Things belonging to the Business of an Apothecary by this Deponent found and provided, administered and given to the said C. D. (*or, to his Wife, Child, or Servant, as the Case is*) at his Request.

*Note; You may add for Goods sold, Money laid out, Journeys and Attendances, &c. as Occasion requires.*

*For Cure of a Wound, &c. by a Surgeon.*

———For the Work and Labour in and about curing a Wound, &c. (*as the Case is*) of the said C. D. and for divers Things necessary for the said Cure, by this Deponent about the same found and provided.

*On a Bond.*

———For Principal and Interest due on a Bond entered into by the said C. D. E. F. and G. H. jointly and severally unto this Deponent in the penal Sum of———

*On a Note, by the Drawee against the Drawer.*

———That A. B. of —— is indebted to this Deponent in———/ upon a promissory Note, under the Hand of the said A. B. payable to this Deponent, or Order, on Demand, (*or on a certain Day now past, or mention the Day, as the Case requires.*) C. D.

## Affidavits.

### *By the Indorsee against the Drawer.*

—— That *A. B.* of —— is indebted to this Deponent *E. F.* in —— as Indorsee of one *C. D.* of a promissory Note drawn by the said *A. B.* and payable to the said *C. D.* or Order, &c. (*as above.*)

*E. F.*

### *By the second Indorsee against the Drawer.*

—— That *A. B.* of —— is indebted to this Deponent *G. H.* in —— *l.* as Indorsee of one *C. D.* of a promissory Note, drawn by the said *A. B.* and payable to the said *C. D.* or Order, &c. (*as above.*)

*G. H.*

### *By an Indorsee against an Indorsor.*

—— That *C. D.* of —— is indebted to this Deponent *E. F.* in —— *l.* as Indorsee of a promissory Note, drawn by one *A. B.* and payable to the said *C. D.* or Order, &c. (*as above.*)

*E. F.*

*Note; The same Method may be pursued if there be more Indorsors or Indorsees.*

### *On a Bill of Exchange, by the Drawer.*

—— That *C. D.* is indebted to this Deponent *A. B.* in —— *l.* upon an Inland (*or Foreign*) Bill of Exchange, drawn by one *F. F.* upon the said *C. D.* payable to the said *A. B.* or Order, on  
a Day

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a Day now past, and accepted by the said C. D. according to the Custom of Merchants.

A. B.

### *The like by an Indorsee.*

—— That L. M. of —— is indebted to this Deponent J. T. in —— l. as Indorsee of one G. U. of a Bill of Exchange drawn by one E. F. upon the said L. M. payable to the said G. U. at a Day now past, and accepted by the said L. M. according to the Custom of Merchants.

### *For Rent.*

—— Indebted unto this Deponent for a Year's Rent of a House (*Messuage, &c.*) in —— due to the said Deponent at —— last past.

### *For the Use and Occupation.*

—— For the Use and Occupation of a Messuage, &c. in —— from —— to —— last.

### *For Grazing Cattle.*

—— For Grazing, Feeding, or Depasturing the Cattle (*or mention the Particulars*) of the said C. D. from —— to —— last.

### *For the Hire of Milch Cows.*

—— For the Milk, Use, and Produce of —— Milch Cows by the said C. D. had and received, (*or say for the Hire of Milch Cows.*)



## Affidavits.

*For Boot, on an Exchange.*

———— Indebted to this Deponent *A. B.* in the Sum of ———— *l.* which the said *C. D.* promised to pay this Deponent upon an Exchange lately made between the said *C. D.* and this Deponent, of a certain Mare of the said Deponent for a certain Horse of the said *C. D.*

*In Trover, or Detinue.*

———— Maketh Oath that the said *C. D.* now has, or lately had in his Possession (as the said Deponent is informed and verily believes) divers Goods and Chattels (*or the Things may be particularly named thus, a gold Watch*) of this Deponent's, of the Value of ———— *l.* and upwards, which said Goods and Chattels, (*&c.*) the said *C. D.* unjustly detains, or has unlawfully converted them to his own Use.

*A Quaker's Affirmation.*

In the King's Bench.

**A.** *B.* of ———— Grocer, (being one of the People called Quakers) solemnly affirms that, *&c. (as above)* is indebted to this Affirmant, *&c. (according to the Cause of Action, saying Affirmant instead of Deponent.*

*A. B.*

Affirmed at ———— the ————  
Day of ———— in the Year  
of our Lord ———— Be-  
fore ————.

*Affidavit*

*Affidavit of an Assault in order to procure a Judge's Order for holding the Defendant to bail.*

**A.** B. of C. in the County of D. Clerk, maketh Oath that on *Friday* the—— Day of—— last past, he this Deponent going to view, whether the Tithe Hay on the Lands of *E. F.* of C. aforesaid were ready to be set forth, he the said *E. F.* did then in the said Field, without any reasonable Cause, in a violent Manner assault, beat and throw this Deponent on the Ground, this Deponent making no Opposition or Resistance against the said *E.* But this Deponent being rescued by some Persons present from the said *E.* the said *E.* did again, as soon as he got loose from the Persons who rescued this Deponent, a second Time assault, throw down, beat and kick this Deponent about the Head and Body, so that the Blood gushed out of this Deponent's Ears, which occasioned to this Deponent the Loss of his Speech and Hearing for some Time, so as to render him incapable of performing his Duty in the aforesaid Parish, he being Minister of the same; and this Deponent further saith, that the said *E.* hath often declared, that it was no Sin for any Man to kill or destroy this Deponent.

*Affidavit*

## Affidavits.

### *Affidavit of taking Bail.*

To be annexed to the Bail-piece; *vide* Title  
*Bail-pieces.*

In the King's Bench.

Between { *A. B. Plaintiff,*  
                    *and*  
                    *C. D. Defendant.*

**T.** *B.* of \_\_\_\_\_ in the County of \_\_\_\_\_ maketh Oath, that the Recognizance of Bail or Bail-piece hereunto annexed, was duly acknowledged by \_\_\_\_\_ (naming the Bail) before *E. F.* the Commissioner who took the same in this Deponent's Presence, the \_\_\_\_\_ Day of \_\_\_\_\_ last past.

*Sworn, &c.*

*T. B.*

### *Of Justification of Bail.*

In the King's Bench.

Between { *A. B. Plaintiff,*  
                    *and*  
                    *C. D. Defendant.*

**H.** *E.* of \_\_\_\_\_ and *J. D.* of \_\_\_\_\_ the Defendant's Bail in this Cause severally make Oath, that they these Deponents are House-keepers in \_\_\_\_\_ aforesaid, and that they are each of them worth the Sum of \_\_\_\_\_ and upwards, exclusive of all Debts or Demands due from them to any Person or Persons whatsoever.

*Sworn, &c.*

*J. D. H. E.*

## *Affidavit of Service of a Copy of a Process.*

In the King's Bench.

Between { P. Q. Plaintiff,  
                    and  
                    D. E. Defendant.

**A.** B. of \_\_\_\_\_ in the County of \_\_\_\_\_ maketh Oath, that he this Deponent on the \_\_\_\_\_ Day of \_\_\_\_\_ Personally served the above Defendant with a true Copy of a Lat' (*Alias Ca', Plur' Ca'*) which appears to the said Deponent to be regularly issued out of this Honourable Court against the said Defendant (*and others*) at the Suit of the said Plaintiff, returnable on \_\_\_\_\_ under which said Copy was written a Notice to the Defendant of the Intent of such Service, pursuant to the Act of Parliament in that Case made and provided.

Sworn, &c.

A. B.

*In the Common Pleas the like Form will do by only saying, Ca', &c. instead of Lat'.*

## *Affidavit of Delivery of Declaration against a Prisoner.*

In the King's Bench.

Between { A. B. Plaintiff,  
                    and  
                    C. D. Defendant.

**E.** F. of, &c. maketh Oath, that this Deponent did on the \_\_\_\_\_ Day of \_\_\_\_\_ deliver unto the Keeper or Gaoler or Turnkey of the County Gaol of \_\_\_\_\_ a true Copy of a Declaration hereunto annexed, and the said Keeper, Gaoler or Turnkey, then acknowledged the said Defendant to be a Prisoner in the said Gaol. And this Deponent saith that the said Defendant.



## Affidavits.

pendant was arrested or charged in Custody by Virtue of a *Lat'* appearing to this Deponent to be issued out of this Court, and returnable before the Delivery of the said Declaration.

Sworn, &c.

E. F.

In the C. B. *the same, only say by Virtue of a Ca' or other Process, as the Case is.*

*Affidavit of Service of Declaration in Ejectment.*

In the King's Bench.

Between { *A B.* Plaintiff,  
and  
*C. D.* Defendant.

**A.** *B.* of \_\_\_\_\_ maketh Oath, that he this Deponent, did on the \_\_\_\_\_ Day of \_\_\_\_\_ deliver a true Copy of the Declaration hereto annexed, unto *G. H.* Tenant in Possession of Part of the Premises in the said Declaration mentioned, and also on the same Day did deliver one other Copy of the said Declaration to *D.* the Wife of *E. F.* one other Tenant in Possession of the other Part of the Premises in the said Declaration mentioned, under which Declaration and Copies so delivered, was written a Notice to the said *G. H.* and *E. F.* purporting that unless they did appear by some Attorney of the Court of King's Bench, this present *Hillary* Term, Judgment would be signed against the casual Ejector by Default, and they would be turned out of Possession, and at the same Time this Deponent acquainted the said *G. H.* and *D.* the Wife of *E. F.* of the Intent and Meaning of the said Declaration and Notice.

Sworn, &c.

*A. B.*

In the Common Pleas *the same Form, Mutatis mutandis.*

*Affidavit*

*Affidavit of the Tenant's refusing to defend an Ejectment, in order to have the Landlord admitted Defendant.*

King's Bench.

G. Lessee of J. B. against N.

N.

**T.** D. of——maketh Oath, that he, this Deponent, did this——Day of——by the Direction of N. B. Landlord of the Premises in question in this Cause, apply to G. B. Tenant in Possession of the said Premises, to know whether the said G. B. would appear and become Defendant in this Cause, or would permit the said N. B. to defend his Title to the said Premises in the Name of the said G. B. and this Deponent at the same Time shewed and offered to deliver unto the said G. B. a Note under-signed by the said N. B. whereby the said N. B. promised to defend and keep the said G. B. harmless from all Costs and Charges in this Cause, but the said G. B. told this Deponent that he would not appear and become Defendant in this Cause, or any ways concern himself therein.

*To change the Venue.*

In the King's Bench.

Between { A. B. Plaintiff,  
                    and  
                    C. D. Defendant.

**C.** D. of——the Defendant in this Cause maketh Oath, that the Cause of Action mentioned in the Declaration delivered in this Cause, (if any such there be) did arise in the County of N. and not in the City of L. nor elsewhere out of the said County of N.

Sworn, &c.

C. D.

*Affidavit*

## Affidavits.

*Affidavit of the Truth of a dilatory Plea,  
or Plea in Abatement.*

In the King's Bench.

Between { A. B. Plaintiff,  
                    and  
                    C. D. Defendant.

**C.** D. of, &c. the Defendant in this Cause, maketh Oath, That the Substance and Matter of Fact in the Plea hereto annexed is true.

Sworn, &amp;c.

C. D.

*But if the Plea be for a Filazer, or other Officer, there need not be any Affidavit, but a Copy of the Grant of the Office affixed to his Plea.*  
1 Inst. Cl. 250. 7th Edit.

*Affidavit of the Want of a material Witness, in order to put off a Trial.*

In the King's Bench.

D. G. Plaintiff,  
                    against  
J. W. Defendant.

**J.** W. the Defendant in this Cause, maketh Oath, that S. S. formerly a Servant to this Deponent, is a material Witness for this Deponent in this Cause, and that he cannot safely proceed to Trial in this Cause without the Testimony of the said S. S. And this Deponent saith, that the said S. S. now is, and for about ten Months last past has been in the County of L. as this Deponent is informed and verily believes, but in what Part of L. she is, this Deponent does not know, nor  
can

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can discover, although he has done his utmost Endeavour to find out where she is, in order to have her served with a *Subpœna* to testify in this Cause; but this Deponent saith that he is informed by J. T. Brother of the said S. S. that the said S. S. will be in *London* in six Weeks Time, and this Deponent verily believes that such Information is true, and that she will be in *London* by that Time.

### *Affidavit for Increase of Costs, after Trial.*

In the King's Bench.

Between { *A. B.* Plaintiff  
                    and  
                    *C. D.* Defendant.

**C.** *D.* of *Essex*. the Defendant in this Cause, and *J. B.* of *Essex*. his Attorney, severally make Oath as follows: And first the said *C. D.* for himself saith, that pursuant to Notice of Trial given in this Cause for the last Assizes held at *T.* in the said County, he, this Deponent, and the said *J. B.* together with———Witnesses, which this Deponent believes were material and necessary in this Cause, *to wit*, *E. F.* of —— *Essex*. attended at the said Assizes; and that all the said Witnesses took a Journey from their respective Habitations to *T.* aforesaid, being upwards of———Miles; and that this Cause was tried on——the——Day of——between——and——o'Clock in——noon; and that these Deponents and the said Witnesses were on that Account from Home——Days; and that this Deponent hath paid——for Horse-hire, and other necessary Expences of himself, his said Attorney and the said Witnesses, on their said Journeys, at the said Assizes, the Sum of——, and



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and this Deponent J. B. for himself saith, that he paid——(*Fees in Court, or to Counsel, &c. as the Case is.*)

Sworn, &c.

*For Costs for Plaintiff's not proceeding to Trial according to his Notice.*

In the King's Bench.

**A** S in the last, only omit these Words, and that this Cause was tried (such a Time) and saying instead thereof, but these Deponents, C. D. and J. B. severally say, that the said Plaintiff did not proceed to Trial, according to his said Notice; neither have they directly or indirectly received any Countermand of the same; and that these Deponents and the said Witnesses were on that Account from Home——Days. And then go on, And the said C. D. for himself further says, that he hath paid, &c. as in the last.

If Countermand be received too late, say, Neither had they directly or indirectly received any Countermand of the same till the——Day of——, &c.

Instr. Cl.  
100.

Note; There must be a Motion for Costs in B. R. but not in C. B.

*Affidavit for Judgment (as in Case of Non-suit) for not proceeding to Trial the next Assizes, &c. after Issue joined.*

In the King's Bench.

Between { P. 2. Plaintiff,  
and  
D. E. Defendant.

**A.** B. of——Gent. Attorney (or Agent) for the Defendant in this Cause, maketh Oath, that



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that Issue was joined in this Cause as of — Term last, and that the Plaintiff did not proceed to Trial at the then next Assizes, &c. to be held for the County of —, and that the said Deponent on the — Day of — Instant, gave Notice to — the Attorney (or Agent) for the Plaintiff, that this honourable Court would be moved to Morrow, or as soon after as Counsel could be heard, for Judgment as in Case of a Nonsuit, pursuant to the late Act of Parliament.

### *Affidavit of serving Rule and demanding Costs in order to obtain an Attachment. By the Defendant.*

In the King's Bench.

Between { *A. B. Plaintiff,*  
                    *and*  
                    *C. D. Defendant.*

**C.** D. of, &c. the Defendant in this Cause maketh Oath, that he this Deponent on — last past, personally served *A. B.* the above Plaintiff, with a true Copy of the Rule and Taxation hereto annexed; and at the same Time shewed him the original Rule and Taxation, and demanded of him the Money mentioned in the said Taxation; but the said *A. B.* refused (or neglected) to pay the same.

*Sworn, &c.*

*C. D.*

*By*

## Affidavits.

*By Attorney.*

*If Defendant deposes any Person to receive it, which must be by Letter of Attorney, then say,*

*In the King's Bench.*

Between { *A. B. Plaintiff,*  
and  
*C. D. Defendant.*

**E.** *F. of, &c. maketh Oath, that, &c. (as above) and at the same Time demanded the Money mentioned in the said Taxation; (then go on) and shewed him a Letter of Attorney from the Defendant, authorising this Deponent to receive the same; but the said A. B. refused (or neglected) to pay the same.*

*Affidavits to move in Arrest of Judgment, or new Trial.*

*First, That no Notice of Trial was given.*

**C.** *D. of, &c. the Defendant in this Cause maketh Oath, that he this Deponent had no Notice of Trial in this Cause, for the last Assizes held for the County of S. but that the same was tried without any Notice given thereof to him this Deponent.*

*C. D.*

*Secondly, That the Record differs from the Deed pleaded.*

———— That the Record whereon this Cause was tried at the last Assizes held for, &c. differs from the Deed pleaded on the said Trial; for in the Record of the said Cause the Deed is mentioned

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ed to bear Date, &c. and to be made between, &c. and the Deed is dated on, &c. and made between, &c.

C. D.

Thirdly, *That there was a Defect in Pleading.*

——— E. F. Attorney for Defendant, maketh Oath, that the Counsel for the Plaintiff in this Cause pleaded, &c. when they should have pleaded &c. or before the Defendant pleaded his Plea of Not guilty, contrary to the Course of Practice in this Court.

E. F.

*That Plaintiff treated the Jury.*

——— E. F. ——— That G. H. Attorney for Plaintiff, on, &c. last, before the Trial of this Cause came on, treated with, &c. the Jury impanelled for trying this Cause, particularly J. K. L. M. at, &c.

E. F.

*Affidavit to obtain Leave to enter up a Judgment upon an old Warrant of Attorney.*

*If a Warrant of Attorney to confess Judgment be above a Year old, you must not enter it up without Leave of the Court, which will be granted upon a Motion by Counsel, on producing a Warrant of Attorney, and an Affidavit, that the Debt, or some Part of it, is still due; and that the Defendant is alive, &c. The Form may be as follows:*

In

## Affidavits.

In the King's Bench.

Between } *W. S.* Plaintiff,  
              and  
              *E. F.* Defendant.

**W**. S. of, &c. and T. N. of, &c. severally make Oath, and first the said *W. S.* for himself saith, that the Sum of 88 *l.* Part of the Debt secured to be paid unto him this Deponent, in and by one Bond or Obligation, in the penal Sum of 180 *l.* bearing Date the 8th Day of *September* in the Year of our Lord 1729, entered into by the said Defendant *E. S.* unto him this Deponent (and for which the Deponent hath a Warrant of Attorney executed by the said Defendant, bearing even Date with the Bond aforesaid, to confess Judgment thereon in this honourable Court) is still due and owing unto him this Deponent. And this Deponent further saith, that the aforesaid *E. S.* is now alive, as this Deponent verily believes, he this Deponent having seen and discoursed with the said Defendant on the first Day of this Instant *May*: And the aforesaid *T. N.* for himself saith, that he was present, and did see the said Defendant *E. S.* duly execute the Bond and Warrant of Attorney above mentioned: And further saith, that the Name of *T. N.* subscribed as a Witness to the same Bond and Warrant of Attorney aforesaid, is of this Deponent's own proper Hand-writing.

Sworn, &amp;c.

*W. S.*  
*T. N.*

Affidavit



*Affidavit of Service of a Subpœna ad respondendum, in the Office of Pleas in the Exchequer.*

In the Office of Pleas in the Exchequer.

Between { P. P. Plaintiff,  
and  
D. E. Defendant.

**I**. F. of ——— Gent. maketh Oath, that he the said Deponent, on the ——— Day of ——— personally served the said Defendant with a Writ of *Subpœna* issuing out and under the Seal of this honourable Court, against the Defendant (and others) at the Suit of the said Plaintiff, returnable ——— by delivering him a true Copy thereof, and at the same Time shewing him the said *Subpœna* so under Seal, as aforesaid, under which said Copy was subscribed a Notice to the Defendant of the Intent of such Service, pursuant to the Statute in that Case made and provided.

Sworn, &c.

J. F.

*Affidavit of Service of Subpœna in Chancery (where one Defendant.)*

In Chancery

Between { A. B. Complainant,  
and  
C. D. Defendant.

**E**. F. of, &c. Gent. maketh Oath, that he, this Deponent, on, &c. served the Defendant with a Writ of *Subpœna* issued out and under the Seal of this honourable Court, by delivering the said Writ so under Seal to the said C. D. where-  
by



## Affidavits.

by the said C. D. was directed to appear in the said Court on——then next, at the Suit of the said Complainant, as by the Label thereof appeared to this Deponent.

*Sworn, &c.*

*E. F.*

*Where one Subpœna served on several Defendants.*

——Served the Defendant C. D. and on, &c. served the Defendant E. F. and on, &c. served the Defendant G. H. with a Writ of *Subpœna* issued out of and under the Seal of this honourable Court, by delivering to the said C. D. and E. F. each of them, a Label thereof, and shewing them the said Writ so under Seal, and by delivering the said Writ unto the said G. H. by which said Writ the said Defendants were directed to appear on, &c. at the Suit of, &c.

*Where two Subpœna's served on many Defendants.*

——Served the Defendant C. D. with a *Subpœna*, &c. by delivering a Label, &c. (*as above*) and on, &c. served the Defendant E. F. with the said *Subpœna*, by delivering him the same *Subpœna* under Seal, as aforesaid; and this Deponent farther saith, that on——he this Deponent served the other Defendants with another *Subpœna*, &c. (*as before*) by delivering a Label (*or the Writ*) which said *Subpœna's* were both returnable, &c. at the Suit of the said Complainants, as by the Label thereof appeared to this Deponent.

*Affidavit of Service of Subpœna for Costs.*

**E.** F. of, &c. maketh Oath, that on, &c. he this Deponent personally served the Defendant with a Writ of *Subpœna* of this honourable Court, by delivering the said Writ under Seal to  
the

## Affidavits

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the Defendant ; by which said Writ the Defendant was enjoined to pay the Sum of, &c. to the Plaintiff for Costs ; and he this Deponent then demanded the said Sum of——for the Plaintiff's Use ; but the Defendant refused to pay the same.

E. F.

*Affidavit that Defendant can't answer without Sight of Goods.*

—— Defendant —— that he, this Deponent cannot give in a full and perfect Answer to the Bill of Complaint, without the Sight and Perusal of the Goods and Things mentioned in the said Bill, which Things are now at——above twenty Miles distant from London.

*That Defendant can't answer without Sight of Writings.*

—— Without the Sight of the Indenture, &c. in the said Bill referred to, which is at, &c. (as in the last.)

*That the Defendant is sick, and not able to answer.*

**E.** F. of —— that on —— last he saw C. D. the Defendant in this Cause, at his House at —— and that he was then so very sick and weak in Bed, &c. that he was not capable of answering the Complainant's Bill of Complaint in this Suit, as he this Deponent apprehended.

E. F.

C

That

## Affidavits.

*That Defendant is not able to attend to give his Answer to obtain Dedimus Pot'*

— That the Defendant in this Suit, by Reason of Lameness with the Goat, which for some Time past hath confined him to his Chamber, is disabled to attend to perfect his Answer to the Complainant's Bill of Complaint in this Cause.

*Of a Pauper that he is not worth 5 l. to prosecute in Forma Pauperis.*

— That said — maketh Oath, that he this Deponent is not worth in all the World the Sum of 5 l. in Lands, Tenements, Goods or Chattels, his Wearing Apparel, and the Matters of the Suit only excepted.

*To defend in Forma Pauperis.*

— The said Defendant maketh Oath, that his Debts being paid, he is not worth 5 l. in the whole World.

*Affidavit of serving a Subpœna to bear Judgment.*

That he this Deponent on — did personally serve one of the Defendants in this Cause with a Writ of Subpœna in this Cause issuing out of and under the Seal of this honourable Court, by delivering to the said A. S. the Label of the said Subpœna, and at the same Time shewing him the said Subpœna itself, by which Subpœna the said — was commanded to appear in this honourable Court on — to hear Judgment at the Suit of the said Plaintiff on —

*Affidavit*

*Affidavit to obtain a Writ Ne exeat Regnum. (Where Defendant would evade the Justice of the Court.)*

——Plaintiff in this Cause maketh Oath, that the said Defendants *W. H.* and *E. H.* owe and are now justly indebted to this Deponent in the Sum of —— and being thus indebted, the said *W. H.* and *E. H.* have lately threatned and given out, that they will speedily leave this Kingdom and go beyond Sea, and are now actually preparing so to do, whereby this Deponent will either lose his said Debt, or the same will be very much endangered, and it will be difficult for this Deponent to recover the same.

*Another, (where a Debt or Duty would be in Danger.)*

——That *C. D.* oweth unto him this Deponent the Sum of ——, and being so indebted, he threatens to leave this Kingdom, whereby the Deponent shall either lose his said Debt, or the same will be very much endangered.

*Affidavit of Debt to make a Man a Bankrupt.*

**A.** B.——maketh Oath that *C. D.* of, &c. is justly indebted to him, this Deponent, in the Sum of 100*l.* and upwards, for Goods sold and delivered by this Deponent to the said *C. D.* and that he is become a Bankrupt within the Meaning of some one of the Statutes made against Bankrupts, as this Deponent believes; for which said Sum, or any Part thereof, this Deponent hath not received any Security or Satisfaction whatsoever, except one Bond or Obligation, bearing Date, &c.



## Agreements.

### *Affidavit proving a Debt due from a Bankrupt.*

——— Maketh Oath, that *C. D.* late of ——— at the Time of his becoming a Bankrupt, was justly, and *bona fide*, indebted to him this Depo-  
nent, in the Sum of ——— and that he hath not  
been since paid, or satisfied the same, or any Part  
thereof, or received any Security or Satisfaction for  
the same, except, &c.

## Agreements.

### *For the Sale of an Estate.*

**FIRST** of all, The said *W. C.* for the  
Consideration of ——— *l.* to him in Hand paid  
by the said *T. C.* before the sealing and deliver-  
ing of these Presents, and of the further Sum of  
——— to be paid as herein after is mentioned,  
doth hereby for himself, his Heirs, Executors and  
Administrators, and every of them, covenant with  
the said *T. C.* his Executors and Administrators, and  
every of them by these Presents, \* That he the  
said *W. C.* his Heirs and Assigns, (and all and every  
other Person and Persons whatsoever claiming or to  
claim any Right, Title or Interest under him, or  
any other Person or Persons whatsoever, of, in, or  
to the ——— and Premises hereafter mentioned) shall  
and will, at the proper Costs and Charges of the  
said *T. C.* his Heirs and Assigns (except Fees to  
Counsel) on or before the ——— Day of ——— next  
coming, by such Conveyances, Assurances, Ways  
and Means in the Law, as he the said *T. C.* his  
Heirs or Assigns, or his or their Counsel learned  
in the Law, shall reasonably devise, advise, or re-  
quire, well and sufficiently grant, sell, release,  
convey and assure to the said *T. C.* and his Heirs,



## Agreements.

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or to whom he or they shall appoint or direct,  
 † **All** that, &c. ——— situate, &c. ——— now  
 in the Tenure or Occupation of C. D. or his As-  
 signs, with Covenants to be therein contained, that  
 the said ——— at the Time of such Conveyance, is  
 free from all Incumbrances and Demands whatso-  
 ever (except, &c. ———) and all other fit and  
 reasonable Covenants: **In Consideration** whereof  
 the said T. C. for himself, his Heirs, Executors,  
 Administrators and Assigns, doth covenant with  
 the said W. C. his Heirs, Executors, Administrators  
 and Assigns, by these Presents, that he the said T. C.  
 his, &c. or some of them, shall and will well and  
 truly pay, or cause to be paid to the said W. C. his  
 Heirs, Executors, Administrators or Assigns, the  
 aforesaid ——— 1. at the Time of executing the said  
 Conveyances. *And* for the true Performance of all  
 and every the Covenants and Agreements aforesaid,  
 each of the said Parties to these Presents doth here-  
 by bind himself, his Heirs, Executors, Administra-  
 tors and Assigns, in the penal Sum of ———. **In**  
**Witness, &c.**

### *Of a Reversion after Lease for Years.*

——— † **All** that ——— situate ——— now  
 in the Tenure or Occupation of T. E. (which he  
 holdeth by Lease from the said W. C. determina-  
 ble at the Expiration of ——— Years,) and the  
 Reversion and Reversions, Remainder and Re-  
 mainders of all and singular the said Premises, and  
 every Part and Parcel thereof, and all the Rent or  
 Rents, and other Profits whatsoever arising there-  
 from; and also all the Estate, Right, Title, In-  
 terest, Inheritance, Expectancy, Use, Property,  
 Claim and Demand whatsoever of him the said  
 W. C. of, in, or to the said Premises, and every or  
 any Part thereof. ———

## Agreements.

### *Covenant to seal a Lease by a Day according to a Draught made.*

———— \* That the said *A. B.* his, &c. or one of them, shall and will at, &c. make, seal, and deliver, as his or their Deed, before sufficient Witness, unto the said *C. D.* his, &c. at his and their proper Costs and Charges, on or before the ——— next ensuing, one good, sure, sufficient and lawful Lease, Demise and Grant, to be made and ingrossed in Parchment, and that in and by all Things, according to the Form, Effect, and true Meaning of a certain Paper Book, or Draught thereof, already made and drawn, and remaining in the Custody of the said *C. D.* whereunto the said *A. B.* hath subscribed his Name. ———

### *The like where no Draught made.*

———— \* That, &c. ——— a good and sufficient Lease by Indenture of all that Messuage, &c. ——— for the Term and Space of Twenty-one Years, to begin and take Effect from the Feast Day of ——— with a Clause of Reservation of the yearly Rent of ——— *l.* to be inserted in the said Indenture, the same Lease and Messuage to be then discharged of and from all former Leases, Bargains, &c. (*and add for further Assurance, if there be occasion.*)

### *To make an Assignment of a Lease.*

Articles, &c. ———

**W** Hereas *J. B.* hath by his Deed indented, dated, &c. demised, and to farm letten unto the said *A. A.* All that Messuage, &c. To have and to hold to him the said *A. B.* his, &c. (*reciting the Lease*) as by the said Deed more fully appears :

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appears. Now the said *A. B.* in Consideration, &c. — doth hereby for himself, &c. — That he the said *A. B.* before the — Day of — shall and will, at the Costs of him the said *C. D.* his Executors or Administrators, by Deed indented, assure, assign and grant over to the said *C. D.* his &c. — the said Messuage, &c. and all his Estate, Right, Title, and Demand therein; **To have and to hold** to the said *C. D.* his, &c. — during the Residue of the said Term of Years then to come of, in and to the same, by Virtue of the said Deed indented, under the Rents, Covenants and Agreements therein specified. **In Witness, &c.**

### *An Agreement for Building a House.*

**W** E it remembred, That on this — Day of — it is agreed between *A. B.* of — and *C. D.* of — in Manner and Form following (*to wit*) the said *C. D.* for the Considerations herein after mentioned, doth for himself, his Heirs and Administrators, covenant with the said *A. B.* his Executors, Administrators and Assigns, that he the said *C. D.* or his Assigns, shall and will, within the Space of — next after the Date hereof, in good and workman-like Manner, and according to the best of his Art and Skill, at — well and substantially erect, build and finish one House or Messuage, according to the Draught or Scheme hereunto annexed, of the Dimensions following, *viz.* — and compose the same with such Stone or Brick, Timber and other Materials, as the said *A. B.* or his Assigns, shall find and provide for the same. *In Consideration* whereof the said *A. B.* doth for himself, his Executors and Administrators, covenant with the said *C. D.* his Executors, Administrators and Assigns, well and truly to pay unto the said *C. D.* his Executors, Administrators or Assigns, the Sum of — of lawful

## Agreements.

*British Money, in Manner following, (to wit)*  
 — 1. Part thereof at the Beginning of the said Work; — 1. more, another Part thereof, when the said Work shall be half done, and the Remaining — 1. in full for the said Work, when the same shall be compleatly finished: *And also* that he the said *A. B.* his Executors, Administrators or Assigns, shall and will, at his and their own proper Expence, find and provide all the Stone, Brick, Tile, Timber, and other Materials necessary for making and building of the said House. *And* for the Performance of all and every the Articles and Agreements above-mentioned, the said *A. B.* and *C. D.* do hereby bind themselves, their Executors, Administrators and Assigns, each to the other, in the penal Sum of ——— firmly by these Presents.  
*In Witness, &c.*

### *Agreement about bearing equal Charges in a Law Suit.*

**Articles, &c.** ——— *between A. B. of ——— of the first Part, C. D. of ——— of the second Part, E. F. of ——— of the third Part, G. H. of ——— of the fourth Part, I. K. of ——— of the fifth Part, and L. M. of ——— of the sixth Part, in Manner and Form following, (to wit)*

**W**hereas *T. P.* of ——— and *T. F.* of ——— are possessed of *C. Chase*, lying and being in the County of *D.* and pretend that the Bounds and Limits thereof do extend to, and are in and upon some of the respective Lands of the said *A. B. C. D. E. F. G. H. I. K.* and *L. M.* which lie adjacent, next or near unto the said *Chase*, which they conceive not to be within the Grounds, Limits, or Precincts of the said *Chase*, by reason  
whereof



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whereof some or divers Suit or Suits is or are likely to arise, be brought or commenced: **And** whereas it is agreed by and between the said Parties, That if any such Suit or Suits, Action or Actions, shall or may be brought or commenced by or against the said Parties, any or either of them at any Time or Times hereafter, that they and every of them do and shall bear and pay their respective equal Shares and Parts of the Costs and Damages thereof: **Now these Presents witness**, That the said *A. B. C. D. &c.* ——— and every of them, do hereby covenant, promise and agree, to and with each other, that they the said *A. B. C. D. &c.* ——— and every of them, their and every of their Executors, Administrators and Assigns, shall and will pay and bear their respective equal Shares and Parts of all the Costs and Damages of all and every such Action and Actions, Suit and Suits, that at any Time or Times hereafter shall or may be brought by or against them, or any or either of them. **In Witness, &c.**

### *An Agreement for an hired Servant.*

**Articles of Agreement** indented, (*&c.*) between *W. S.* of the one Part, and *W. M.* of the other Part, as follows, (*to wit*)

**T**HE said *W. M.* for the Consideration here under mentioned, doth covenant, promise and agree to and with the said *W. S.* his Executors, Administrators and Assigns, by these Presents, in Manner following, (*that is to say*) That he the said *W. M.* shall and will for and during the Term and Time of ——— Years, to begin and be accounted from the Date of these Presents, serve, abide, and continue with the said *W. S.* his Executors, Administrators and Assigns, as his and their Covenant Servant, and diligently and faithfully, ac-



## Agreements.

cording to the best and utmost of his Power, Skill and Knowledge, exercise and employ himself in, and do and perform all such Service and Business whatsoever, as well relating to the Trade of a *D.* which the said *W. S.* now useth, as in and about other Business, Matters and Things whatsoever, as the said *W. S.* shall from Time to Time order, direct and appoint, to and for the most Profit and Advantage of the said *W. S.* that he can, and shall and will keep the Secrets of the said *W. S.* relating to the said Trade and Business; and likewise be just, true and faithful to the said *W. S.* in all Matters and Things, and no Ways wrongfully detain, imbezil, or purloin any Monies, Goods or Things whatsoever, belonging to the said *W. S.* And also shall and will keep just, true, and faithful Accounts in the Books of the said *W. S.* of all Goods bought and sold, Monies received and paid, and of all other Things whatsoever, relating to the Business of the said *W. S.* as shall come to be committed to his Care, Management or Disposal; and from Time to Time pay all Monies which he shall receive of or belonging to, or by Order of the said *W. S.* into his Hands, and make and give up true and fair Accounts of all his Actings and Doings in the said Employment, without Fraud or Delay, when and as often as he shall be thereto required. **And in Consideration** of the Premises, and of the several Matters and Things by the said *W. M.* to be performed as aforesaid, the said *W. S.* doth for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *W. M.* by these Presents, That he the said *W. S.* his Executors and Administrators, shall and will find and provide unto and for the said *W. M.* in his Dwelling-house, Meat, Drink, Washing and Lodging; and also well and truly pay, or cause to be paid, unto the said *W. M.* his Executors, Administrators or Assigns, the Sum of ———— *l.* a Year, of lawful Money of *Great Britain*, for the first ——— Years,

by equal quarterly Payments, and shall and will allow the said *W. M.* such reasonable Expences in and about the Business aforesaid, as he the said *W. S.* shall think fit: And the said Parties do mutually covenant and agree to and with the other, viz. That if the said *W. S.* shall not be willing to continue the said *W. M.* in his Service after the Expiration of the said ——— Years; or if the said *W. M.* shall not be willing to serve and continue with the said *W. S.* after the Expiration of the said ——— Years; in either of the said Cases, the said Parties shall and will give — Months Notice of such their Minds and Intention, before the Expiration of the said Term. In Witness, &c.

## *An Indenture of Apprenticeship.*

**T**HIS Indenture made the — Day of ——— Witnesseth, That *W. S.* Son of *H. S.* of ——— hath of his own free and voluntary Will (or, by and with the Consent of his said Father) placed and bound himself Apprentice to *R. J.* of ———, Carpenter, to be taught in the said Trade, Science, or Occupation of a Carpenter, which the said *J. R.* now useth, and with him as an Apprentice to dwell, continue, and serve from the Day of the Date hereof, unto the full End and Term of seven Years from thence next ensuing, and fully to be compleat and ended; during all which said Term of seven Years the said Apprentice his said Master well and faithfully shall serve, his Secrets keep, his lawful Commands every where gladly do, Hurt to his said Master he shall not do, nor willingly suffer to be done by others, but the same to his Power shall let, or forthwith give Notice thereof to his said Master: The Goods of his said Master he shall not imbezil or waste, nor lend them without his Consent to any; at Cards, Dice, or any other unlawful Games he shall not play, Taverns

*Q* If this or Alehouses he shall not haunt or frequent; Fornication he shall not commit; Matrimony he shall not contract; from the Service of his said Master he shall not at any Time depart or absent himself without his said Master's Leave; but in all Things as a

good and faithful Apprentice, shall and will demean and behave himself towards his said Master and all his, during the said Term. And the said Master his said Apprentice the said Trade, Science or Occupation of a Carpenter, which he now uses, with all Things thereto belonging, shall and will teach and instruct, or otherwise cause to be well and sufficiently taught and instructed, after the best Way and Manner that he can; and shall and will also find and allow unto the said Apprentice Meat, Drink, Washing, Lodging and Apparel, both Linen and Woollen, and all other Necessaries in Sicknes and in Health, meet and convenient for such an Apprentice, during the Term aforesaid: And at the Expiration of the said Term shall and will give to his said Apprentice (over and above his then Clothing) one new Suit of Apparel, viz. Coat, Waistcoat and Breeches, Hat, Shoes, Stockings, with suitable Linen, as is fit and usual for such an Apprentice. In Witness, &c.

*An Indenture of an Apprentice put out by the Parish.*

**T**HIS Indenture made the—Between R. C. and C. R. Church-wardens of the Parish of B. in the County of S. and J. F. and F. J. Overseers of the Poor of the same Parish of B. of the one Part, and R. R. of———of the other Part, Witnesseth, That the said Church-wardens and Overseers, by the Assent of his Majesty's Justices of the Peace of the said County, whose Names are hereunto written, according to the Form of the Statute made in the 43d Year of the Reign of the late Queen Elizabeth, intituled, *An*

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*Act for the Relief of the Poor*, have put out and bound *L. A.* a poor Child of the said Parish of *B.* Apprentice to the said *R. R.* till the said *L. A.* shall come to the Age of twenty-four Years; during which Time the said Apprentice his said Master well and faithfully shall serve, his Secrets, &c. (*as in the last.*)

### *An Agreement between a Merchant and his Servant or Apprentice.*

Articles of Agreement, &c.——between *J. F.* of——and *R. C.* of——and *D. C.* of——

**W**hereas the said *J. F.* the Day of the Date hereof, in Consideration of the Affection which he beareth to the said *R. C.* is contented and agreed to take the said *R. C.* to be his Servant or Apprentice in Merchandizing Affairs, and accordingly to employ him therein, as well in Parts beyond the Seas as in the Kingdom of *Great Britain*, where the said *J. F.* shall or may hereafter, or now hath Trading and Dealings, for the Space of seven Years, to commence from the Day of the Date of these Presents: And hereupon the said *D. C.* Father of the said *R. C.* doth covenant and grant for himself, his Executors, Administrators and Assigns, to and with the said *J. F.* his Executors, Administrators and Assigns, that the said *R. C.* his Son shall and will, during the said Term (if he so long live) well, diligently and faithfully, to the utmost of his Power and Skill, serve him the said *J. F.* in his Trade of Merchandizing, and other his Affairs, in such Place and Places as the said *J. F.* shall think fit to appoint: And that the said *R. C.* at all Times hereafter, during the said Term, shall receive and take into his Charge and Custody all such Goods and Merchandizes whatsoever, as by or for the Use or Account of the said *J. F.*



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*J. F.* shall be consigned or sent to him the said *R. C.* and also sell, utter and dispose of the same Goods and Merchandize to the best Profit he can for the said *J. F.* his Executors, Administrators or Assigns; and shall also at all Times during the said Term follow and perform the Advice, Direction and Orders of him the said *J. F.* which shall by Letters or otherwise be sent, given or made known to him the said *R. C.* about or concerning the Factory or Merchandize aforesaid: And also that he the said *R. C.* shall at the Charge of the said *J. F.* his, &c. provide and keep in due Order Books of Account concerning the said Employments as aforesaid, according to the Custom of Merchants in such Cases, and shall deal justly, truly and faithfully to and with the said *J. F.* his, &c. in all and every of his Accounts, Reckonings, Bargains and Dealings, relating to and concerning his said Employment, and shall constantly once in six Months, during the Term aforesaid, transmit and send unto the said *J. F.* his, &c. true Accounts of all the Business and Dealings of the said *R. C.* in the Premises, and shall also send Letters of Advice to the said *J. F.* his, &c. as often as he conveniently can, of such Matters and Occurrences wherewith it shall be proper and expedient, that the said *J. F.* his, &c. be acquainted; and shall also return and come into *England*, and bring all his Books of Accounts with him, whenever he shall be required so to do by the said *J. F.* his, &c. And that the said *R. C.* shall from Time to Time, upon reasonable Request made, shew forth all his Books of Accounts concerning all his Dealings aforesaid, and make and give unto the said *J. F.* his, &c. a just, true and perfect Account in Writing of, for and concerning all and every such Goods, Wares, Money, Debts and Merchandizes whatsoever, as well of the said *J. F.* as jointly with any other, which shall hereafter come to the Hands and Charge or Factory of him the said *R. C.* or for which he the said *R. C.* should

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er ought to be accountable unto the said *J. F.* his Executors, Administrators or Assigns: And moreover, that he the said *R. C.* shall, within one Month next after such Account made and given in, well and truly satisfy, pay and deliver to the said *J. F.* his Executors, Administrators or Assigns, all and every such Wares, Money, Goods, Debts and Merchandizes, and other Things whatsoever, as by or upon the Foot of the said Account shall appear to be, and be found due to him the said *J. F.* his Executors, Administrators or Assigns, by or from the said *R. C.* (*you may add concerning his Maintenance, Clothes, &c.*)

### *Agreement between a Country Trader and a London Factor.*

Articles, &c. — Between, &c. —

**W**hereas the said *R. C.* hath contracted and agreed with the said *J. F.* to employ him as a Factor in *London* for him the said *R. C.* for the vending, selling and uttering of all such Wares and Merchandizes, as he the said *R. C.* shall consign and send unto the said *J. F.* in his own Dwelling-house in — for and during the Term of — Years to commence from the Day of the Date of these Presents: **Whereupon** it is covenanted, granted and agreed by and between the said *R. C.* and *J. F.* And they the said *R. C.* and *J. F.* for themselves, their Executors and Administrators, do covenant and grant to and with each other reciprocally, and each of their Executors and Administrators, in Manner following. **First of all**, That he the said *J. F.* shall and will accept and take into his Trust, Charge and Custody, all such Wares and Merchandizes as he the said *R. C.* shall send and consign to him the said *J. F.* And also shall do his best Endeavour to vend and sell the same for the best Profit and

## Agreements.

*J. F.* shall be consigned or sent to him the said *R. C.* and also sell, utter and dispose of the same Goods and Merchandize to the best Profit he can for the said *J. F.* his Executors, Administrators or Assigns; and shall also at all Times during the said Term follow and perform the Advice, Direction and Orders of him the said *J. F.* which shall by Letters or otherwise be sent, given or made known to him the said *R. C.* about or concerning the Factory or Merchandize aforesaid: And also that he the said *R. C.* shall at the Charge of the said *J. F.* his, &c. provide and keep in due Order Books of Account concerning the said Employments as aforesaid, according to the Custom of Merchants in such Cases, and shall deal justly, truly and faithfully to and with the said *J. F.* his, &c. in all and every of his Accounts, Reckonings, Bargains and Dealings, relating to and concerning his said Employment, and shall constantly once in six Months, during the Term aforesaid, transmit and send unto the said *J. F.* his, &c. true Accounts of all the Business and Dealings of the said *R. C.* in the Premises, and shall also send Letters of Advice to the said *J. F.* his, &c. as often as he conveniently can, of such Matters and Occurrences wherewith it shall be proper and expedient, that the said *J. F.* his, &c. be acquainted; and shall also return and come into *England*, and bring all his Books of Accounts with him, whenever he shall be required so to do by the said *J. F.* his, &c. And that the said *R. C.* shall from Time to Time, upon reasonable Request made, shew forth all his Books of Accounts concerning all his Dealings aforesaid, and make and give unto the said *J. F.* his, &c. a just, true and perfect Account in Writing of, for and concerning all and every such Goods, Wares, Money, Debts and Merchandizes whatsoever, as well of the said *J. F.* as jointly with any other, which shall hereafter come to the Hands and Charge or Factory of him the said *R. C.* or for which he the said *R. C.* should

## Agreements.

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or ought to be accountable unto the said *J. F.* his Executors, Administrators or Assigns: And moreover, that he the said *R. C.* shall, within one Month next after such Account made and given in, well and truly satisfy, pay and deliver to the said *J. F.* his Executors, Administrators or Assigns, all and every such Wares, Money, Goods, Debts and Merchandizes, and other Things whatsoever, as by or upon the Foot of the said Account shall appear to be, and be found due to him the said *J. F.* his Executors, Administrators or Assigns, by or from the said *R. C.* (*you may add concerning his Maintenance, Clothes, &c.*)

### *Agreement between a Country Trader and a London Factor.*

Articles, &c. — Between, &c. —

**W**hereas the said *R. C.* hath contracted and agreed with the said *J. F.* to employ him as a Factor in *London* for him the said *R. C.* for the vending, selling and uttering of all such Wares and Merchandizes, as he the said *R. C.* shall consign and send unto the said *J. F.* in his own Dwelling-house in — for and during the Term of — Years to commence from the Day of the Date of these Presents: **Whereupon** it is covenanted, granted and agreed by and between the said *R. C.* and *J. F.* And they the said *R. C.* and *J. F.* for themselves, their Executors and Administrators, do covenant and grant to and with each other reciprocally, and each of their Executors and Administrators, in Manner following. **First of all,** That he the said *J. F.* shall and will accept and take into his Trust, Charge and Custody, all such Wares and Merchandizes as he the said *R. C.* shall send and consign to him the said *J. F.* And also shall do his best Endeavour to vend and sell the same for the best Profit and



## Agreements.

and Advantage of the said *R. C.* for and during the said Term of \_\_\_\_\_ Years, to commence from the Day of the Date of these Presents as aforesaid: **Also**, That he the said *J. F.* shall so keep, or cause to be kept, just and true Books of Account in Writing, of all such Wares and Merchandizes as the said *R. C.* shall from Time to Time, during the said Term, consign unto the said *J. F.* and shall come into his Charge and Custody, that is to say, to whom, and what Price, and when they shall be sold and vended by the said *J. F.* And shall also make true Payment and Delivery unto the said *R. C.* his Executors, Administrators or Assigns, of all such Monies, Specialties, and other Things, as shall come to the Hands of, and be received by the said *J. F.* for the said Wares and Merchandizes, during the Term aforesaid, together with all such Wares and Merchandizes as shall remain unfold in the Custody of the said *J. F.* at the Expiration of the said Term: **Also**, That he the said *J. F.* shall be true and faithful unto the said *R. C.* in the selling and vending of all Wares and Merchandizes of the said *R. C.* during the same Term, and not defraud the said *R. C.* in the Premises; but shall endeavour to vend the said Goods and Merchandizes to able Men, for the best Prices, and soonest Day or Time of Payment he can: **Also**, That he the said *J. F.* shall not during the said \_\_\_\_\_ Years, deal or trade as a Factor for any other Person or Persons, for the buying or selling of any Wares or Merchandizes whatsoever, besides the said *R. C.* as aforesaid: **Also** the said *R. C.* for and in consideration of the said Factorship, doth covenant and agree for himself, his Executors and Administrators, to pay unto the said *J. F.* his Executors or Administrators the Sum of \_\_\_\_\_ l. yearly, and every Year during the same Term. **In Witness,** &c.

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### *Articles of Copartnership for carrying on a joint Trade.*

**Articles of Agreement indented, &c. Between**  
*A. B.* of———of the one Part, and *C. D.* of———  
of the other Part.

**F I R S T** of all, The said *A. B.* and *C. D.*  
have joined, and by these Presents do join  
themselves to be Copartners together in the Art  
or Trade of———and all Things thereto be-  
longing; and also in Buying, Selling, Vending  
and retailing of all Sorts of Wares, Goods and  
Commodities, belonging to the said Trade of  
———which said Copartnership is to continue  
from———for and during, and unto the full End  
and Term of —— from thence next ensuing, and  
fully to be complete and ended. **And** to that End  
and Purpose, he the said *A. B.* hath, the Day of  
the Date of these Presents, delivered in as Stock  
the Sum of———And the said *C. D.* the Sum  
of —— to be used, laid out, and employed  
in common between them, for the Management  
of the said Trade of———to their utmost Benefit  
and Advantage. **And** it is agreed between the  
said Parties to these Presents, and the said Co-  
partners each for himself respectively, and for his  
own particular Part, and for his Executors and  
Administrators, both severally, and not jointly,  
covenant, promise, and agree to and with the  
other Partner, his Executors and Administrators,  
by these Presents, in Manner and Form follow-  
ing; (*that is to say*) That they the said Copart-  
ners shall not nor will at any Time hereafter use,  
exercise or follow the Trade of———aforesaid  
or any other Trade whatsoever, during the said  
Term, to their private Benefit or Advantage;  
but shall and will, from Time to Time and at all  
Times,

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Times, during the said Term, (*if they shall so long live*) do their and each of their best Endeavours, in and by all Means possible, to the utmost of their Skill, Power and Cunning, for their joint Interest, Profit, Benefit and Advantage, and truly Employ, Buy, Sell and Merchandize with the Stock aforesaid, and the Increase thereof, in the Trade of——aforesaid, without any sinister Intentions or fraudulent Endeavours whatsoever: **And also** that they the said Copartners shall and will, from Time to Time and at all Times hereafter during the said Term, pay, bear and discharge equally between them the Rent of the Shop which they the said Copartners shall rent or hire for the joint exercising or managing the Trade aforesaid; **And** that all such Gain, Profit and Increase that shall come, grow or arise, for or by Reason of the said Trade and joint Occupying as aforesaid, shall be from Time to Time, during the said Term, equally and proportionably divided between them the said Copartners, Share and Share alike: **And also**, that all such Loss as shall happen in the said joint Trade, by bad Debts, ill Commodities, or otherwise, without Fraud or Covin, shall be paid and born equally and proportionably between them. **And further**, It is agreed by and between the said Copartners, Parties to these Presents, that there shall be had and kept from Time to Time, and at all Times during the said Term and joint Occupying and Copartnership together as aforesaid, perfect, just and true Books of Account, wherein each of the said Copartners shall duly enter and set down, as well all Money by them received, paid, expended and laid out, in and about the Management of the said Trade, as also all Wares, Goods, Commodities and Merchandizes, by them, or either of them, bought and sold, by Reason or Means, or upon Account of the said Copartnership, and all other Matters and Things whatsoever to the said joint

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joint Trade and the Management thereof in any wise belonging or appertaining, which said Books shall be used in common between the said Copartners, so that either of them may have free Access thereto without any Interruption of the other: **And also**, that they the said Copartners once in three Months, or oftner, if need shall require, upon the reasonable Request of one of them, shall make, yield and render each to the other, or to the Executors of each other, a true, just and perfect Account of all Profits and Increase by them, or either of them made, and of all Losses by them or either of them sustained, and also of all Payments, Receipts, Disbursements, and all other Things whatsoever by them made, received, disbursed, acted, done, or suffered in their said Copartnership and joint Occupying as aforesaid; and the same Account so made, shall and will clear, adjust, pay and deliver each unto the other, at the Time of making such Account, their equal Shares of the Profits so made as aforesaid. **And at the End of the said Term of ——— or other sooner Determination of these Presents** (*be it by the Death of one of the said Copartners or otherwise*) they the said Copartners each to the other, or in Case of the Death of either of them, the surviving Party to the Executors or Administrators of the Party deceased, shall and will make a true, just and final Account of all Things as aforesaid, and divide the Profits aforesaid, and in all Things well and truly adjust the same; and that also upon the making of such final Account, all and every the Stock and Stocks, as well as the Gains and Increase thereof which shall appear to be remaining, whether consisting of Money, Wares, Debts, &c. shall be equally parted and divided between them the said Copartners, their Executors or Administrators, Share and Share alike. **In Witness, &c.**

Ap:



## Appointment.

### *An Election and Appointment of a Guardian of Person and Estate, with Power to let Lands, &c.*

**K** **N** **O** **T** all Men by these Presents, That  
 I *A. B.* Son and Heir of *T. B.* late of ———  
 deceased, being about the Age of seventeen Years,  
 Have nominated, elected and chosen, and by  
 these Presents **Do** nominate, elect and chuse  
*C. D.* of ——— to be Guardian of my Person and  
 Estate, until I shall attain the Age of twenty-one  
 Years; and I hereby promise to be ruled and go-  
 verned by him in all Things touching my Welfare.  
**And** I do also hereby authorize and empower the  
 said *C. D.* to enter upon, and take Possession of all  
 and every my Messuages, Lands, Tenements,  
 Hereditaments and Premises whatsoever, situate,  
 lying and being in ——— in the County of ———  
 or elsewhere, whereunto I have or may have any  
 Right or Title; and to let and sell the same, and  
 receive and take the Rents, Issues and Profits there-  
 of, for my Use and Benefit during the Term afore-  
 said, giving unto the said *C. D.* my full Power in  
 the Premises, and whatsoever he shall lawfully do  
 or cause to be done in the said Premises by Virtue  
 hereof, I do hereby promise to confirm. **In**  
**Witness,** &c.

### *An Appointment of a Guardian.*

**K** **N** **O** **T** all Men by these Presents, That I  
*W. N.* an Infant of the Age of nineteen Years  
 and upwards, eldest Son and Heir of *W. N.* late of  
*C. B.* in the County of *W.* Esq; deceased, by *A.* his  
 Wife, have elected, chosen, nominated and ap-  
 pointed

## Assignments.

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pointed, and by these Presents do elect, choose, nominate and appoint my Uncle *E. N.* of the *Middle Temple, London*, Esq; to be Guardian of my Person and Estate until I shall attain the Age of one and twenty Years. Witness my Hand and Seal this — Day of — one thousand seven hundred and fifty.

*Sealed and delivered  
in the Presence of*

### *An Appointment of a Deputy Steward of a Manor.*

**I** R N D all Men by these Presents, that I *W. N.* Esq; Steward of the Manors of *S. H.* and *B.* in the Counties of *M.* and *E.* do by these Presents constitute and appoint *C. B.* of the *Inner Temple, London*, Gentleman, my Deputy Steward of the said Manors during my Pleasure. Given under my Hand and Seal this — Day of —  
—*Ec.*

*Sealed and delivered  
in the Presence of*

## Assignments.

### *Of a Man's whole Estate in Consideration of several Debts and Engagements.*

**I** D all to whom these Presents shall come, I *R. C.* of — send, Greeting. Whereas I am indebted unto *J. F.* of — in the Sum of — of lawful Money of *Great Britain*; and the said *J. F.* and one *F. J.* of — stand jointly and severally engaged for me the said *R. C.* in several Bonds or Obligations for several Sums of Money: Now know ye, That I the said *R. C.* for and towards the Payment and Satisfaction of  
the

## Assignments.

the said Monies, and for divers other good Causes and Considerations me thereunto moving, have granted, assigned, bargained and sold, and by these Presents do freely and absolutely grant, assign, bargain and sell unto the said J. F. and F. J. all and all Manner of Goods, Chattels, Debts, Monies and all other Things of me the said R. C. whatsoever, as well Real as Personal, of what Kind, Nature or Quality soever; **To have and to hold** the same and every Part and Parcel thereof, unto them the said J. F. and F. J. their Executors, Administrators and Assigns for ever. **In Witness, &c.**

### *An Assignment of the Eighth Part of a Ship.*

**I R D W** all Men by these Presents, That I T. C. of London, Merchant, for and in consideration of the Sum of——of Good and lawful Money of Great Britain, to me in Hand by J. B. of London, Goldsmith, and J. R. of London, Merchant, before the Ensealing and Delivery hereof, well and truly paid, the Receipt whereof I do hereby acknowledge myself to be therewith fully satisfied, and thereof, and of every Part and Parcel thereof, do fully, clearly and absolutely acquit, release and discharge the said J. B. and J. R. their Heirs, Executors, Administrators and Assigns, and every of them for ever by these Presents, **Have** granted, bargained, sold, assigned and set over, and by these Presents do fully, clearly and absolutely grant, bargain, sell, assign and set over unto the said J. B. and J. R. their Executors, Administrators and Assigns for ever, one full and equal Eighth Part of the good Ship or Vessel, called the *Ann Galley*, of the Burthen of one hundred and eighty Tons or thereabouts, now on a Voyage to *Cadix*, whereof F. A. is Master, and

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and also one equal eighth Part of all and singular the Anchors, Cables, Ropes, Masts, Sails, Sail-yards, Boat-Oars, Small-Arms, Ammunition, Provision, Tackle, Apparel, Furniture and Appurtenances whatsoever to the said Ship or Vessel belonging, or in any wise appertaining; **To have and to hold** the said one equal Eighth Part of the said Ship or Vessel, and all and singular other the above bargained Premises, with their Appurtenances, and every Part and Parcel thereof, unto the said *J. B.* and *J. R.* their Executors, Administrators and Assigns, to their own proper Use and Uses, and as their own proper Goods and Chattels, from henceforth freely and for evermore. And I the said *T. C.* do hereby for myself, my Executors, and Administrators, covenant, promise and agree to and with the said *J. B.* and *J. R.* their Executors, Administrators and Assigns, that I have, in myself and by myself, full Power and lawful Authority, to grant, bargain and sell the said one equal Eighth Part of the said Ship, and all other the above bargained Premises, unto the said *J. B.* and *J. R.* their Executors, Administrators and Assigns in Manner aforesaid, and that the said one equal Eighth Part of the said Ship, and all other the above bargained Premises, now are, and be, and so from henceforth shall be, remain and continue unto the said *J. B.* and *J. R.* their Executors, Administrators and Assigns, free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Lives, Debts, Charges and Incumbrances whatsoever. **In Witness** whereof, &c.

London, the——Day of the Date  
within written, Received of the  
within named *J. B.* and *J. R.* the Sum  
of——being the Consideration within  
mentioned. Witness, *J. H. T. C.*

*An*



## Assignments.

*An Assignment of Dower.*

**T**HIS Indenture made the, &c. Between R. L. Son and Heir of O. L. late of ——— of the one Part, and N. C. and J. his Wife, who was the Widow and Relict of the said O. L. of the other Part. Whereas the said O. L. was in his Life-time, and at the Time of his Death, seised in his Demesne as of Fee of and in divers Lands and Tenements in ——— in the County aforesaid, which upon the Decease of the said O. L. descended unto the said R. L. Now this Indenture witnesseth, That the said R. L. hath endowed and assigned, and by these Presents doth endow and assign unto the said N. C. and J. his Wife, the third Part of the said Lands and Tenements, to wit, All that Messuage, &c. To have and to hold unto the said N. C. and J. his Wife, for and during the natural Life of the said J. in Severalty by Metes and Bounds, in the Name of Dower, and in Recompence and Satisfaction of all the Dower which the said J. ought to have of or in the said Lands and Tenements which were of the said O. L. in ——— aforesaid. In Witness, &c.

*An Assignment of a Bond for the Payment of Money.*

**W**hereas J. W. of ——— and W. B. of ——— in and by one Bond or Obligation, bearing Date ——— which was in the Year of our Lord ——— became jointly and severally bound to J. M. of ——— in the penal Sum of ——— conditioned for the Payment of ——— and Interest, at a Day long since past, as by the said Bond and Condition thereof may appear: And whereas there  
now

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now remains due to the said *J. M.* for Principal and Interest on the said Bond, the Sum of — : **Now know all Men** by these Presents, That the said *J. M.* for and in Consideration of the Sum of — to him in Hand paid by *T. E.* of — the Receipt whereof the said *J. M.* doth hereby acknowledge, ~~He~~ the said *J. M.* hath assigned and set over, and by these Presents doth assign and set over unto the said *T. E.* the said recited Bond or Obligation, and the Monies thereupon due and owing, and all his Right and Interest thereof in and to the same. **And** the said *J. M.* for the Consideration aforesaid, hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, constitute and appoint the said *T. E.* his Executors and Administrators, his true and lawful Attorney and Attornies irrevocable for him, and in his Name, and in the Name and Names of his Executors and Administrators, but for the sole and proper Use and Benefit of the said *T. E.* his Executors, Administrators and Assigns, to ask, require, demand and receive of the said *J. W.* and *W. B.* and either of them, their and either of their Heirs, Executors and Administrators, the Monies due on the said Bonds, and on Non-payment thereof, they and either of them, their and either of their Heirs, Executors and Administrators, to sue for and recover and receive the same, and on Payment thereof, to deliver up and cancel the said Bond, and give sufficient Releases and Discharges thereof, and one or more Attorney or Attornies under him to constitute; and whatsoever the said *T. E.* or his Attorney shall lawfully do in the Premises, the said *J. M.* doth hereby allow and confirm. **And** the said *J. M.* doth covenant and promise with the said *T. E.* that he the said *J. M.* hath not, nor will receive the said Monies due on the said Bond, or any Part thereof, neither shall or will release or discharge the same, or any Part thereof,

*Letter of Attorney.*

*Covenant not to discharge the Bond.*

D

nor

## Assignments.

nor any Action, Suit, Bill, Plaint, Judgment, or Execution thereupon, or for the same or any Part thereof, to be had, brought, prosecuted or obtained, without the special Licence and Consent of the said *T. E.* his Executors, or Administrators, therein or thereunto first had and obtained in Writing, or the Rule, Order, or Decree of some Court of Law or Equity; but will own and allow of all lawful Proceedings for Recovery thereof; he the said *T. E.* saving the said *J. M.* harmless of and from any Costs that may happen to him thereby. In Witness, &c.

### *The like by Indorsement.*

**K** Now all Men by these Presents, That I the within-named *A. B.* for and in Consideration of———of lawful, &c. to me in Hand paid by *C. D.* of———at and before the Sealing and Delivery of these Presents, the Receipt whereof I do hereby acknowledge, Have granted, bargained, sold, assigned and set over, and by these Presents do grant, &c. unto the said *C. D.* his Executors, Administrators and Assigns the within written Bond or Obligation and Condition, and the Sum of———mentioned in the said Condition, and all Interest due, and to grow due for the same; and all my Right, Title, Interest, Claim and Demand whatsoever of, in and to the same; And I do authorize the said *C. D.* in my Name to demand, sue for, receive, have, hold, and enjoy the said Sum of———and Interest, to his own Use and Behoof for ever. In Witness whereof I the said *A. B.* have hereunto set my Hand and Seal this———Day of, &c.

## Assignments.

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*An Assignment of several Bonds to a Trustee for a Widow, with Consent of her intended Husband, that the Money be at her Disposal after Marriage.*

**T**HIS Indenture Tripartite made, &c.  
 Between J. D. of——of the first Part,  
 S. G. of——of the second Part, and O. W. of  
 ——of the third Part: Whereas J. T. of——did  
 heretofore, by one Writing Obligatory, bearing  
 Date the —— become bound unto the said S. G. *Recital of Bonds.*  
 in the penal Sum of 40 l. with Condition to be  
 void upon the Payment of 20 l. 10 s. on the ——  
 Day of——then next following; and also by  
 one other Obligation, bearing Date, &c. (*as be-  
 fore*): And whereas A. T. of——did like-  
 wise by one Obligation, &c. (*as before*) and also  
 by another Obligation, &c. —— as by the said  
 recited Obligations, Relation being thereunto re-  
 spectively had, may more at large appear; which  
 several principal Sums of Money in the several  
 Conditions of the above recited Obligations, amount  
 in the Whole to the Sum of 200 l. and are  
 yet due and owing unto the said S. G. Now  
 this Indenture witnesseth, That a Marriage  
 being intended shortly to be had and solemnized  
 between the said J. D. and S. G. in Considera-  
 tion thereof, among other Things it is agreed,  
 that the said Sum of 200 l. principal Money, in  
 the Conditions of the recited Obligations men-  
 tioned, and the Interest thereof, shall be disposed  
 in such Manner as herein after is expressed. And  
 in pursuance of the said Agreement, the said S. G.  
 with the Consent of the said J. D. hath granted  
 and assigned, and by these Presents doth grant and  
 assign



## Assignments.

*Letter of  
Attorney.*

*Covenant  
not to dis-  
charge the  
Bonds.*

*Proviso for  
Trustee to  
pay the  
Wife Inter-  
est of the  
Bonds.*

*Covenant  
that the  
Husband  
shall per-  
mit Trustee  
to pay Wife  
as if a  
Feme Sole,  
and she to  
give Ac-  
quittances.*

assign unto the said *O. W.* the several Writings Obligatory before recited, and all and every the Sum and Sums of Money upon them due or to become due. **And** the said *J. D.* and *S. G.* (*here insert a Letter of Attorney, as in the last Precedent Mutatis Mutandis*) for the Uses, Intents and Purposes herein after mentioned, &c. — **And**, &c. (*inserting a Covenant that J. D. and S. G. their, &c. shall not discharge or release the Bonds, as in the last Assignment to the Words Law or Equity*) **And** also, &c. (*adding a Covenant for further Assurance*) (*Vid. Tit. Covenants.*) **Pro-**  
vided always, and upon the special Trust and Confidence, and to this Intent and Purpose, that the said *O. W.* his Executors and Administrators, shall pay unto the said *S. G.* so much Money as the said *O. W.* shall receive for the Interest or Proceed of the said 200 *l.* during so long Time as the said *J. D.* and *S. G.* shall live and cohabit together. **And** the said *J. D.* for Himself, his Heirs, Executors and Administrators, doth hereby further Covenant and Grant to and with the said *O. W.* in Manner following, (*to wit*) That the whole Interest, Product or Proceed of the said 200 *l.* which the said *O. W.* his Executors or Administrators shall as aforesaid, from Time to Time, and at all Times, accept, receive and take, he the said *O. W.* his Executors or Administrators, shall pay to the said *S. G.* as a Feme Sole. And the said *S. G.* is hereby authorized and impowered to receive and take the same, and fully to discharge the said *O. W.* his Heirs, Executors and Administrators, and every of them, by her Acquittance or otherwise, with or without the Consent of the said *J. D.* as if she were a Feme Sole, and all the Residue of the Interest or Proceed of the said 200 *l.* together with the said principal Sum, to such Person and Persons as the said *S. G.* by any Writing under her Hand and

Seal.

## Assignments.

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Seal, with or without her said intended Husband, or by her last Will and Testament in Writing, shall appoint or direct; and for Want of such Direction and Appointment, to the Executors and Administrators of the said S. G. *Provided also, that Trustee shall let out such Part of the Premises as he may receive.* That if the said O. W. his Executors or Administrators, shall receive any Part of the said principal Sum of 200*l.* then he or they shall lend out the same again at Interest to such Person or Persons, and on such Security as the said S. G. by Writing under her Hand and Seal, with or without the said J. D. shall direct: And that the said O. W. his Executors or Administrators, shall not be chargeable to answer any Interest or Profit of the said 200*l.* or so much thereof as shall remain in his or their Hands unlent in Default of such Direction. And also that notwithstanding any Thing before in these Presents contained, it shall and may be lawful to and for the said O. W. his Executors and Administrators, out of any Interest Money by him or them to be received by Virtue of these Presents, to reimburse and retain to him and themselves all such Sum and Sums of Money, as he or they shall necessarily expend or lay out, by Reason of any Suit or Suits in Law touching the Premises, not occasioned by any Breach of Trust by the said O. W. his Executors or Administrators. *And that the Trustee not chargeable with Interest, &c. of such Money as is unlent.* In Witness, &c. *And that he may lay out Interest is necessary Charges in Law, &c.*

## Of a Bail-Bond.

**J**W. R. Esq; Sheriff of the County of — do hereby assign the within written Bail-Bond to the Use of the Plaintiff, to be sued for by him, according to the Form and Effect of the Statute in that Case made and provided. In Witness where-

## Assignments.

of I have hereunto set my Hand and the Seal of  
my Office, this \_\_\_\_\_ Day of \_\_\_\_\_

*Scaled and delivered  
in the Presence of*

G. R.

S. W.

## Of a Judgment.

**I** D all, &c. I F. J. of \_\_\_\_\_ send greeting:  
Whereas there is a Judgment for \_\_\_\_\_ l.  
on Record, in the Court of \_\_\_\_\_ at *Westminster*,  
against R. C. of \_\_\_\_\_ at the Suit of me the said  
F. J. as by the Records of the said Court remaining  
in the Treasury of the said Court at *Westminster* doth  
appear; upon which Judgment Execution hath  
been lately sued forth; **Now know ye**, That I  
the said F. J. for divers good Causes and Considerations  
me hereunto moving, have granted, transferred,  
assigned and set over, and by these Presents do  
clearly and absolutely grant, transfer, assign  
and set over unto J. F. of \_\_\_\_\_ his Executors,  
Administrators and Assigns, as well the said Judgment  
for the \_\_\_\_\_ aforesaid, as also all Benefit, Profit, Sum  
and Sums of Money and Advantage whatsoever,  
that now is, or hereafter shall or may be obtained,  
by Reason or Means of the same, or any Execution  
thereupon, now had or to be had, sued, executed  
or obtained, and all the Estate, Right, Title, Interest  
and Demand whatsoever, which I the said F.  
J. have or ought to have or Claim of, in, or to  
the said Judgment, or any Sum of Money, Lands  
or Tenements, which by Virtue thereof, or of any  
Process or Execution thereupon sued or to be sued,  
is or which shall be recovered, obtained or gotten.

*Letter of* **And** further, I the said F. G. do by these Presents  
*Attorney to* make, ordain, constitute, authorize and appoint  
*prosecute.* the said J. F. to be my true and lawful Attorney  
for

for me and in my Name to sue and prosecute the said Execution upon the said Judgment, and upon Composition or Agreement made concerning the Premises, to acknowledge Satisfaction, or to make and do any other Release or Discharge for the same; and in all and every other Act and Acts, Thing and Things whatsoever, as shall be requisite in and about the Premises, I covenant to allow, establish and confirm by these Presents. And I the said F. J. for myself, my Executors and Administrators do covenant with the said J. F. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; that is to say, That I the said F. J. have never made or executed any Release or other Discharge of the said Judgment, or of any Execution which hath been or shall be thereupon sued or executed; neither will or shall I the said F. J. my Executors or Administrators, at any Time hereafter make, commit, or do any Release, Act or Thing whatsoever, whereby the said Judgment, or any Execution, which hath been thereupon sued or executed, or which shall be thereupon sued or executed at any Time hereafter by the said J. F. or his Assigns, shall be in any manner or wise hurt, hindered, disabled, debarred or extinguished without the Consent of the said J. F. his Executors, Administrators or Assigns, thereunto first had in Writing. And farther, That I the said F. J. my Executors and Administrators, shall and will, at all Times hereafter, on Request made, and at the Costs and Charges of the said J. F. his, &c. maintain, justify, allow and confirm all such lawful Actions, Suits, Process, Executions and Proceedings whatsoever, as have been or hereafter shall be brought, sued forth, or prosecuted against the said R. C. his Heirs, Executors, Administrators or Assigns, his, their, or any of their Lands, Tenements, Goods or Chattels, upon or by Reason of the said Judgment. And, &c. Add a Covenant for

*Covenant, that no Discharge of Judgment has been or will be made.*

*That Assignor will confirm Proceedings on Judgment.*



## Assignments.

*peaceable Enjoyment. Vid Tit. Covenants. In Witness, &c.*

*An Assignment of an Apprentice.*

**I** **D**all, &c. I R. C. of———send Greeting: Whereas my Apprentice *A. B.* has certain Years yet to come, and unexpired of his Apprenticeship, *to wit*, three whole Years from the Feast of *St. Michael* last past, as by his Indenture of Apprenticeship doth appear: **N**ow know ye, That I the said *R. C.* for divers good Causes and Considerations me hereunto moving, Have given, granted, assigned and set over, and by these Presents do fully and absolutely give, grant, assign, and set over unto my well beloved Friend *F. J.* all Right, Title, Duty, Term of Years to come, Service and Demand whatsoever, which I the said *R. C.* have in or to the said *A. B.* or which I may or ought to have in him by Force and Virtue of the said Indenture of Apprenticeship. **A**nd moreover I the said *R. C.* do, by these Presents, covenant with the said *F. J.* his Executors, and Administrators, that notwithstanding any Thing by me the said *R. C.* done or to be done to the contrary, the said *A. B.* shall, during the said Term of three Years, well and truly serve the said *F. J.* as his Master, and his Commandments lawful and honest shall do, and from his Service shall not absent himself Day or Night, during the Term aforesaid: **P**rovided that the said *F. J.* shall well intreat and use the said *A. B.* finding for him Meat, Drink, Linen, Woollen, Hose, Shoes and Bedding, and all other Necessaries, during the said Term. **I**n Witness, &c.

*An Assignment of an Annuity, reciting  
a Devise thereof to the Assignor for  
Life.*

**T**HIS Indenture made, &c. between  
E. M. of——of the one Part, and J. A.  
of——of the other Part, Witnesseth, That  
whercas M. M. late of——deceased, did by his *Recital of  
a Will.*  
last Will and Testament in Writing, devise un-  
to the said E. M. an Annuity, yearly Sum,  
or an annual Rent of 40 l. of good, &c. to be  
issuing, payable, and yearly going out of all and  
every the Manors, Messuages, Lands, Tenements  
and Hereditaments of him the said M. M. what-  
soever and wheresoever the same lie, and to be  
paid yearly, and every Year from and after his  
Decease, unto the said E. M. for and during the  
Life of the said E. M. with a Power of Distrels  
to and for the said E. M. upon Non payment  
thereof, or for any Part or Parcel thereof, as in  
and by the same last Will and Testament may  
more fully appear; which said Annuity, hath  
ever since the Death of the said M. M. been  
satisfied and paid unto him the said E. M. ac-  
cording to the Tenor, Purport and true Intent  
and Meaning of the said Will: Now this In-  
denture further witnesseth, That the said E. M.  
for and in Consideration of the Sum of——  
unto him in Hand paid by the said J. A. be-  
fore the Sealing and Delivering hereof, the Re-  
ceipt whereof the said E. M. doth hereby ac-  
knowledge, and thereof and therefrom doth acquit  
and discharge the said J. A. his Executors, &c. and  
every of them, by these Presents; and also for di-  
vers other good Causes and Considerations him  
thereunto moving, he the said E. M. hath grant-  
ed, bargained, sold, assigned and set over, and by  
these Presents doth, &c. unto the said J. A. and

## Assignments.

his Assigns, all and every Part of the aforesaid Annuity, yearly Sum or Rent of 40 *l.* of good, &c. and all the Estate, Right, Title, Interest, Liberty, Benefit and Power of Distress and Distresses, Use, Possession, Claim and Demand whatsoever, which he the said *E. M.* now hath or may, or in any wise ought to have of, in, or unto or for the said Annuity or yearly Sum or annual Rent of 40 *l.* before mentioned ; **To have and to hold**, receive, perceive, enjoy and take the said Annuity, or yearly Sum, or Rent of 40 *l.* and all the Estate, Right, Title and Interest, Liberty, Benefit and Power of Distress and Distresses, Use, Possession, Claim and Demand whatsoever of him the said *E. M.* of, in and unto the same, and of, in and unto every Part and Parcel thereof as aforesaid, unto the said *J. A.* and his Assigns, immediately from and after the making of these Presents, for and during the Term of the Life of the said *E. M.* and in as large, ample and Beneficial a Manner, to all Intents and Purposes, as he the said *E. M.* may, can, might, could, should, or ought to have or enjoy the same. **And**, &c. *Add a Covenant for peaceable receiving, &c. the Annuity; and a Covenant, that the Annuity is free from Incumbrances. Vid. Tit. Covenants. In Witness,* &c.

### *An Assignment of a Lease.*

**THIS** Indenture made, &c. between *J. F.* of ——— of the one Part, and *R. C.* of ——— of the other Part : **Whereas** *C. R.* by one Indenture of Lease under his Hand and Seal duly executed, bearing Date the ——— Day of ——— for the Considerations therein mentioned, *did* demise and to farm let unto the said *J. F.* *All*, that, &c. (except as in the said Lease is excepted) *To hold* unto the said *J. F.* &c. *by and under* the yearly

yearly Rent, &c. And performing the several Covenants and Agreements, as in the said Lease is thereafter mentioned, Reference being thereunto had, may more fully appear: **Now this Indenture Witnesseth,** That the said *J. F.* for and in Consideration of ——— to him paid before the Sealing and delivering of these Presents by the said *R. C.* the Receipt whereof he the said *J. F.* doth hereby acknowledge, and thereof, and of every Part thereof, doth fully acquit, exonerate and discharge the said *R. C.* his Executors, Administrators and Assigns, hath granted, bargained, sold, assigned and set over, and by these Presents doth grant, bargain, sell, assign and set over unto the said *R. C.* his Executors, Administrators and Assigns, **All that, &c.** ——— And all the Estate, Right, Title, Interest, Possession, Term of Years to come, Claim and Demand whatsoever, which he the said *J. F.* now hath, or may, ought or should have or claim in or to the Messuage and Premises with the Appurtenances aforesaid, by Force and Virtue of the said recited Indenture of Lease; **To have and to hold** the said ——— and also the said recited Indenture of Lease, and all the Estate Right, Title, Interest and Term of Years, before, in, and by these Presents bargained and sold, assigned and set over, unto the said *R. C.* his Executors, Administrators and Assigns, to his and their proper Use and Behoof, during the Residue of the said Term, by the said Indenture of Lease granted and yet to come and unexpired, in as large and ample and beneficial Manner, to all Intents and Purposes, as he the said *J. F.* now hath, or might, should or ought to have and enjoy the same by Force and Virtue of the said recited Indenture of Lease, or otherwise howsoever, under and subject to the Payment and Performance of the Rent, Dues, Duties, Services and Covenants, in the said recited Lease mentioned: **And** the said *J. F.* for himself, his, &c. doth covenant, &c. *that the Lease assigned*



## Assignments.

*signed is good, &c. and for peaceable Enjoyment. Vid.  
Tit. Covenants. In Witness, &c.*

### *An Assignment of a Lease by an Indorsement thereon.*

**B**E it remembered, That I the within named *W. B.* for and towards Satisfaction of the Sum of — by me due and owing unto *B. H.* of — And for and in Consideration of the Sum of 5 s. to me in Hand paid at or before the Sealing and Executing of this Indorsement (the Receipt whereof I do hereby acknowledge) have for me, my Executors and Administrators, granted, bargained, sold, assigned and set over, and by these Presents, Do grant, &c. unto the said *B. H.* his Executors, Administrators and Assigns, as well this present, and the within written Indenture, as also all the Messuages or Tenements, Hereditaments and Premises within mentioned to be demised or granted to me, and likewise all my Estate, Right, Title, Interest, Claim, Property and Demand of, in or to the same, which I now have or hereafter may have or claim of, in or to the same, either by Force, Virtue or Means of the within written Indenture or otherwise howsoever. Witness my Hand and Seal this — Day of —

### *An Assignment of a Lease by way of Mortgage.*

*Proviso of  
Redemp-  
tion.*

———— (As in the last but one to the End of the Habendum, and then insert this Proviso) Provided always nevertheless, And these Presents are upon this expressed Condition, and the said *R. C.* doth hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the

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the said *J. F.* his Heirs, Executors and Administrators, that if the said *J. F.* his Heirs, Executors and Administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said *R. C.* his Executors, Administrators or Assigns, the Sum of———of lawful Money of *Great Britain*, and lawful Interest for the same on the —— without any Abatement for or in Respect of any present or future Taxes, or any other Matter or Thing whatsoever; then that the said *R. C.* his Executors, Administrators or Assigns, shall and will surrender or assign so much of the said Term as shall be then unexpired unto the said *J. F.* his Executors, Administrators or Assigns, or to such other Person or Persons, as he, his Executors or Administrators shall nominate and appoint, free and clear from all Incumbrances to be by the said *R. C.* his Executors, Administrators or Assigns, made, done or committed in the mean Time. And the Covenant said *J. F.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant to and with the said *R. C.* his Executors, Administrators and Assigns, by these Presents, that he the said *J. F.* his Executors, Administrators or Assigns, or some of them, shall or will pay or cause to be paid to the said *R. C.* his Executors, Administrators or Assigns, the said Sum of 200 *l.* with lawful Interest for the same, at and upon the said——Day of——— and that without any Deduction or Abatement to be made thereout pursuant to the Proviso and Condition above mentioned, and the true Intent and Meaning of these Presents.

An

*An Assignment of a Mortgage of a Term of Years.*

*Recital of  
the Mort-  
gage.*

**T**HIS Indenture made, &c. Between, J. F. of — of the one Part, and R. C. of — of the other Part. Whereas F. J. by his Indenture bearing Date the — (and so recite the Mortgage) as in and by the said Indenture, Reference being thereunto had, may more fully appear; which said Sum of — or any Part thereof, was not paid or tendred to or for the said J. F. at the Day in the Proviso of Redemption limited for Payment thereof, and yet remaineth unpaid, by Reason whereof the said Mesuage and other Premises, and the whole Estate, Right, Title and Interest of the said F. J. in and to the same became forfeited unto the said J. F. and he thereby was and now is lawfully interested and possessed in and of the said Premises, and of and in every Part thereof, during the Residue of the Term of Years which then were and now are to come and unexpired in and by the said Indenture of Demise abovementioned granted to the said F. J. Now this Indenture witnesseth, That the said F. J. for and in Consideration of the Sum of — to him in Hand paid, the Receipt, &c. (see the Assignment of Lease by Indenture) hath, &c. All the said Mesuage, Tenement and Premises, with the Appurtenances whatsoever, in and by the said Indenture of Demise granted to the said J. F. as aforesaid: And also all the Estate, &c. — by Virtue of the said recited Indenture of Mortgage or Assignment above recited, or of any Thing therein mentioned or contained, together with the said Indenture of Mortgage or Demise aforesaid, and all other Writings relating to or concerning the same: To have and to hold, (as in the first Assignment of a Lease) by Force and Virtue of the said

## Assignments.

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said recited Indenture of Lease, or the said Indenture of Mortgage aforesaid, or either of them, or any Thing therein mentioned or expressed, or otherwise howsoever. (*Add a Covenant for Discharge of Incumbrances, &c.*) In Witness, &c.

*Note ; Nothing will pass under such Assignment if the Assignor be not in Possession, unless it be executed on the Premises.*

*An Assignment of a Mortgage for a Term of Years by way of Indorsement, and of a Bond for Payment of the Mortgage Money, and for Performance of Covenants, with a Letter of Attorney.*

**K** NOW all by these Presents, That I the within named S. C. in Consideration of — of lawful Money of *Great Britain* to me in Hand paid by T. B. of — the Receipt, &c. —, and for divers other good Causes and Considerations me hereunto especially moving, Have bargained, &c. — And by these Presents Do, &c. — unto the said T. B. his Executors, Administrators and Assigns, All, &c. — the within Indenture of Demise, and Premises thereby granted and demised, or mentioned or intended so to be, and every Part thereof, with the Appurtenances : And all my Estate, Right, Title, Interest, Term of Years to come, Property, Claim and Demand whatsoever either in Law or Equity, of, in or to the same or any Part thereof : And also one Bond or Obligation bearing equal Date with the within Indenture whereby the within named T. C. became bound to me in the penal Sum of — conditioned for the Payment of — within mentioned, and for the true Performance of the several Cove-



## Assignments.

Covenants in the within Indenture mentioned, and all and every Sum and Sums of Money due, or to grow due thereon: **To have and to hold** the said several, &c. and Premises, by the within Indenture granted and demised, with their Appurtenances, unto the said *T. B.* his Executors, Administrators and Assigns from henceforth, for and during the Residue and Remainder now to come and unexpired of the within Term of \_\_\_\_\_ Years, subject to the Proviso within contained; and to have, receive and take all and every Sum and Sums of Money due or to grow due upon the said Bond to the said *T. B.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof: **And** I the said *S. C.* do hereby make the said *T. B.* his Executors, Administrators and Assigns my true and lawful Attorney and Attornies, &c. (*as in the Letter of Attorney in the Assignment of a Bond*): **And** I the said *S. C.* do hereby for myself, my Heirs, Executors and Administrators, covenant, &c. *That the Mortgage is not incumbered, &c.* Vid. Tit. **Covenants.** In Witness, &c.

*An Assignment of a Patent for the sole Use of an Invention for fourteen Years.*

*Recital of Patent.* **T**HIS Indenture made, &c. Between *A. B.* of \_\_\_\_\_ of the one Part, and *C. D.* of \_\_\_\_\_ of the other Part. **Whereas** the said *A. B.* hath by his long Study, Expence and Experience, invented a Method of \_\_\_\_\_ by a new and useful Engine never before known or used in this Kingdom: **And whereas** on representing the same to his present Majesty King George the Second, his said Majesty by Letters Patent bearing Date, \_\_\_\_\_ hath given and granted unto the said *A. B.* his Executors, Administrators and Assigns, and his and their Deputy and Deputies, Servants and Agents, special

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special Licence, full Power, and lawful Authority, to use, exercise and enjoy the said new Invention, which he the said *A. B.* hath found out and attained, as aforesaid, within any Place or Places whatsoever, in or belonging to the Kingdom of *England*, in such Manner according to such Limitations, as to him the said *A. B.* his Executors, Administrators and Assigns, or any of them shall be thought fit and convenient: And that he the said *A. B.* his Executors, Administrators and Assigns, shall and may have and enjoy the sole Benefit, Profit and Advantage from Time to Time, coming, growing and arising, by Reason or Means of the said Invention, during the Term of fourteen Years, from the Date of the said Letters Patent **With** a Prohibition to all Persons whatsoever, other than the said *A. B.* his Agents or Assigns, to use the said Invention, or any Thing thereto belonging; as in and by the said Letters Patent inrolled in the High Court of Chancery may more fully appear: **Now** this Indenture Witnesseth, That the said *A. B.* for and in Consideration of the Sum of ——— to him in Hand paid by the said *C. D.* the Receipt whereof is hereby acknowledged, **hath** granted, assigned and set over, and by these Presents **Doth** grant, *Assignment.* assign, and set over, unto the said *C. D.* his Executors and Administrators, the said Letters Patent, all the Right, Title and Interest of him the said *A. B.* of, in and to the new Invention aforesaid, granted and secured by the aforesaid Patent from his present Majesty King *George* the Second: **To have and to hold** the said Letters Patent and new Invention, with the Benefit, Profit and Advantages thereof, to the said *C. D.* his Executors, Administrators and Assigns, in as ample and beneficial a Manner, to all Intents and Purposes, as he the said *A. B.* by Virtue of the said Letters Patent may or might have or hold the same, if this present Assignment had not been made, for and during all the Residue of the said Term of fourteen Years

## Awards.

Years mentioned in the said Letters Patent. **And** the said *A. B.* doth by these Presents constitute and appoint the said *C. D.* his Assignee and Grantee of and for the said Invention, and the Profits thereof, for the Residue and Remainder of the said Term of fourteen Years granted by the Patent above-mentioned. **And** the said *A. B.* doth covenant to and with the said *C. D.* that he the said *C. D.* his Executors and Administrators, shall and may by Virtue of these Presents, have and take and receive all Profits and Advantages whatsoever, that may or shall be made for or by Reason of the new Invention aforesaid: **And** that he the said *A. B.* his Executors, and Administrators, shall and will do and execute, or cause or procure to be done and executed, all and every other Act and Acts, Thing and Things, Device and Devices, for the further, better, and more perfect Assigning and Assuring of the Patent above-mentioned, and the Right, Title and Interest of the said *A. B.* his Executors, Administrators and Assigns, as he the said *C. D.* his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall advise and require. **In Witness, &c.**

*See Title Petitions, for the Method of obtaining Letters Patent.*

## Awards.

*By two Arbitrators.*

**I**D all to whom these Presents shall come, We *J. F.* of——— and *R. C.* of——— send Greeting: **Whereas** divers Suits, Variances, Controversies, Strifes and Debates have been, and yet are depending between *R. D.* of——— and *M. C.* of——— for the Appeasing, pacifying, ordering

ing and determining whereof the said *R. D.* and *M. C.* have submitted themselves, and are become bound each to the other by their several Obligations, dated the ——— in the Sum of ——— with Conditions there under-written, to stand to, obey, abide, observe, perform, fulfil and keep the Award, Order, final End, Arbitrament, Determination and Judgment of us the said *J. F.* and *R. C.* Arbitrators indifferently elected and chosen, as well on the Part and Behalf of the said *R. D.* as on the Part and Behalf of the said *M. C.* to award, order, arbitrate, determine and judge of and concerning all and all Manner of Actions, Suits, Judgments, Executions, Accounts, Reckonings, Trespasses, Controversies and Demands whatsoever, had, made, moved, stirred and depending between the said *R. D.* and *M. C.* from the Beginning of the World until the Day of the Date of these Presents: So always as the said Award, Arbitrament, Determination and Judgment of us the said *J. F.* and *R. C.* for and concerning the Premises, be made and put in Writing under our Hands and Seals, on or before the ——— as by the said Obligations and Conditions doth more fully appear: **Now know ye,** That we the said *J. F.* and *R. C.* Arbitrators as aforesaid, taking upon us the Charge of the said Award and Arbitrament, and having deliberately and at large heard, examined and considered the Allegations, Witnesses and Evidences of both the said Parties concerning the Premises, and being minded to settle Unity and Friendship between them concerning the same, **Do** thereupon make and put into Writing this our Award, Arbitration and Judgment between the said Parties, for and concerning the Premises, in Manner and Form following, *to wit,* **first,** We do award, arbitrate and determine, by these Presents, that the said *R. D.* his Executors, Administrators or Assigns, shall and will well and truly pay, *&c.* ——— **And** we the said Arbitrators do also award, *&c.* that he the said



## Awards.

said *R. D.* shall also on the———sign and seal, and as his Act and Deed deliver unto the said *M. C.* or to her Use, a general Release in Writing, of all Manner of Actions, Suits, Causes of Action, Bonds, Bills, Covenants, Controversies and Demands, whatsoever, from the Beginning of the World unto the Day of the Date of the Obligations aforesaid. And further, We do award, arbitrate and determine, that the said *M. C.* shall well and truly pay, &c. And also sign, seal, &c.———a Release, &c. ———In Witness, &c.

## Another.

*Recital of Order in Council.* **I** D all to whom these Presents shall come, *J. S.* of the *Middle-Temple, London, Esq;* his Majesty's Solicitor General, and *J. A.* of *Doctors-Commons, Doctor of Laws*, send Greeting: Whereas by an Order of his Majesty in Council, bearing Date the 12th Day of *June* last past, made upon hearing the Petition of Doctor *A. R.* of the Island of *Minorca*, Complaining of an Order made by Colonel *W. P.* late Commandant of the said Island, by which the said *A. R.* had very much suffered in the Sale of the Royal Tithes which he had taken to farm in the said Island, and that upon an Accusation of having disobeyed the said Order in the Disposal of a small Quantity of Tithe-Corn, contrary to the said Order, the said Colonel *P.* had committed the said *A. R.* to Prison and put him under Confinement, and by an Order or Sentence of the 18th of *September 1737*, made by the said Colonel *P.* with his Assessors, had condemned the said *A. R.* to pay a Fine of 200 Livres, and to be banished the said Island for two Years; His Majesty, with the Advice of his Council, did order that the said Sentence of the 18th of *September*, made by the said Colonel *P.* then Commandant of the said Island should be reversed and set aside,

aside, and the said Fine be restored: And it was  
 thereby declared that the said Sentence was Op-  
 pressive and extremely severe, and that the said Peti-  
 tioner ought to have Satisfaction made him for what  
 he suffered by the said Sentence. *And whereas for Recital of*  
 the Settling the said Damages and making a full *Arbitrati-*  
 Recompence and Satisfaction to the said *A. R.* for *on Bond.*  
 what he had suffered by Means of the said Colonel  
*P.*'s said Proceedings against him, and for the  
 Ending and Determining all Matters in Differ-  
 ence between them, the said Colonel *P.* by the  
 Name of *W. P.* late Commandant in the Island of  
*Minorca*, now in *London*, Esq; and the said *A. R.*  
 by the Name of *A. R.* of the said Island of *Minorca*,  
 now in *London*, Doctor of *Laws*, did on the 19th  
 Day of *November* last past, enter into mutual  
 Bonds or Obligations to each other, to stand to  
 and abide the Award, final End and Determina-  
 tion of us the said *J. S.* and *J. A.* of and con-  
 cerning all Actions, Suits, Judgments, Quarrels,  
 Controversies, Damages and Demands whatsoever  
 between them; so as such Award was made by us  
 in Writing under our Hands and Seals on or be-  
 fore the 25th Day of this Instant *December*: *Now*  
 know ye, That we the said *J. S.* and *J. A.* *The A-*  
 having heard both the said Parties, and examined *ward.*  
 into the Damages and Costs the said *A. R.* has  
 sustained by the said Sentence, and the Satisfaction  
 he ought to have for what he has suffered by Means  
 thereof, and having considered all Matters in  
 Difference between the said Parties, We make and  
 publish this our Award, final End and Determina-  
 tion between the said Parties, of and concerning  
 the said Premises so to us referred, *And do here-*  
 by order, adjudge and award that the said *W. P.*  
 his Heirs, Executors or Administrators, shall on  
*Wednesday* the sixth Day of *February* next, at the  
 Hour of Eleven in the Forenoon, at the *Rolls*  
*Chapel* in *Chancery-Lane*, pay or cause to be paid  
 unto the said *A. R.* his Executors or Administrators,  
 the

## Awards.

the Sum of 700 *l* of lawful Money of *Great Britain*, and that on Payment thereof, the said *W. P.* and *A. R.* shall seal and execute mutual general Releases to each other of all Controversies, Actions, Suits, Accounts, Judgments and Demands whatsoever from the Beginning of the World to the Day of the Date of the said Obligations. In Witness whereof, we have hereunto set our Hands and Seals the——Day of——&c.

*Signed, sealed, published and declared  
by the said Arbitrators as their  
final Award and Arbitration (be-  
ing first duly stamped). in the Pre-  
sence of*

*J. S.  
R. R.*

*A Nomination of an Umpire by Arbitra-  
tors appointed by an Order of the Court  
of Chancery.*

**I** D all Persons to whom these Presents shall come. Whereas by an Order of the Lord High Chancellor of *Great Britain*, bearing Date the 13th Day of *March* 1740, in a Cause then depending in the High Court of Chancery, wherein *F. G. T. W.* and *C. D.* were Complainants, and *T. B. J. W.* and *R. N.* were Defendants, It was then ordered by the said Lord High Chancellor in Court, as between the Plaintiffs and Defendants, *B.* and *W.* that all Matters in Difference between the said Parties in this Cause should be referred to the Award and Determination of *J. C.* of *Gray's Inn*, Esq; and *T. S.* of the *Middle-Temple*, Esq; and that they should make their Award therein, on or before the first Day of *Trinity Term* then next; and in Case they should not agree in Opinion, that they should name an Umpire, who should make Umpirage on or before the first Day of

## Awards.

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of Michaelmas Term then next: And whereas the said J. C. and T. S. have considered of the said Matters in Difference, and have heard what each Party had to offer to and alledge on his Behalf, but do not agree in Opinion in Relation to the said Matters in Difference, so as to be able to make an Award between the said Parties: Now know ye, that in Pursuance of the Power and Direction aforesaid, in Respect to the Naming of an Umpire in the said Matters, we the said J. C. and T. S. have elected, nominated and appointed, and do hereby elect, nominate and appoint R. H. of Lincoln's Inn, Esq; one of the Masters of the High Court of Ceancery, to be Umpire between the said Parties in Relation to the Matters in Difference between the said Parties in the Cause aforesaid. In Witness whereof, we the said J. C. and T. S. have hereunto set our Hands and Seals the——Day of———*Ec.*

### *An Award by an Umpire.*

**I** Do all, &c.—(as before) I J. K. of—— send Greeting: Whereas divers Suits, *Ec.* (as before to) Determination and Judgment of J. F. and R. R. Arbitrators, *Ec.* (as before to) Hands and Seals, on or before —— and if the said Arbitrators should not make their said Award in Writing aforesaid, on or before the said —— then the said Parties are to stand to, obey, abide, observe, perform and keep the Award, Umpirage, final End and Judgment of me the said J. K. Umpire, indifferently chosen between the said Parties for ending the Differences aforesaid, so as my said Award and Umpirage was made in Writing under my Hand and Seal, ready to be delivered to the said Parties, at, *Ec.* on, *Ec.* as by the said several Obligations and Conditions thereof may appear: And whereas the said J. F. and R. R. did



## Awards.

did not make their Award between the said Parties by the Time limited by the said Bonds of Arbitration, as above-mentioned, whereby the Composing, Pacifying and Ordering the said Differences and Matters and Disputes, depends wholly upon me: **Now know ye**, that I the said **J. K.** having taken upon me the Charge and Business of the said Award, and being willing to set the said Parties at Peace and Concord, by making a final End of the Controversies between them, and having by good Advice and Deliberation heard and examined the Titles, Allegations and Proofs of both the said Parties concerning the said Premisses in Dispute, do, with the Consent of both the said Parties, make, publish, declare and deliver this my Award, concerning the said Premisses, in Manner and Form following, (*to wit*) **First**, I finally award, judge and determine, that, &c. **Secondly**, &c. **In Witness**, &c.

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## Bail-Pieces.

*A special Bail-Piece on a Cepi Corpus  
in B. R.*

*Of the Term of——in the——Year of the Reign  
of King George the Second.*

*Somersetshire, ff. D. E. of——in the  
County of——Yeoman, is  
delivered on Bail upon a Cepi  
Corpus to*

*John Denn of H. in the  
County aforesaid, Gent.*

*and*

*Richard Fenn of M. in the  
County aforesaid, Gent.*

*Double  
12 d.  
stamped  
Parch-  
ment.*

*P. Attorney for  
the Defendant.*

*At the Suit of P. Q.*

*Taken and acknowledged  
the——Day of——in the  
Year of our Lord——  
Before me A. B. one of  
the Commissioners, &c.*

## Bail-Pieces.

*A special Bail-Piece upon a Habeas Corpus in B. R.*

*Of the Term of — in the — Year of the Reign of  
King George the Second.*

*Shropshire, H. D. E. of — in the County  
aforesaid, Yeoman, is delivered  
on Bail upon a Writ of Habeas  
Corpus to*

*H. Attorney  
for the De-  
fendant.*

*J. D. of — in the County  
aforesaid —*

*and*

*J. F. of — in the said  
County of —*

*At the Suit of the Plaintiff  
in the Plaint.*

*Taken, &c. (as  
upon a Capi  
Corpus.)*

*Upon a Certiorari it is the same, only instead of the  
Words Habeas Corpus, say Certiorari.*

*A special*

*See t*

## *A special Bail-Piece upon a Capi Corpus in C. B.*

Term in the Year of the Reign of  
King George the Second.

Somersetshire, ss. **On a Capias** against **D. E.**  
late of \_\_\_\_\_ in the County  
aforesaid, (*and other Defendants*)  
to answer **P. Q.** of a Plea of  
Trespafs, and also in a Plea of  
Debt, upon Demand for \_\_\_\_\_ l.  
Returnable on the Oſtave of  
**St. Hilary.** The Bail are  
**J. D.** of \_\_\_\_\_ in the  
County aforesaid \_\_\_\_\_  
and  
**R. F.** of \_\_\_\_\_ in the  
ſaid County \_\_\_\_\_

**F. Attorney for  
the Defen-  
dant.**

The Party himſelf in 20 l.  
Each of the Bail in 10 l.

Taken and acknow-  
ledged, &c. Be-  
fore, &c.

See the Form of an Affidavit of the due taking theſe  
Bail-Pieces, Tit. Affidavits.



## Bail-Pieces.

In the King's Bench.

**W** H E R E the Defendant is arrested in London or Middlesex, the Defendant has four Days after the Return of the Process (exclusive of the Appearance Day) to put in Bail:— And when in any other County, he has six Days. Mich. 8. Ann.

And all Bails taken before Commissioners within forty Miles from London and Westminster, to be transmitted within eight Days after the taking thereof; and above forty Miles in fifteen Days, unless the Judges be in their Circuits, and then as soon as any of them return to Chambers. Trin. 4 W. & M.

Bail may be excepted against within twenty Days after transmitted, and Notice given of the taking thereof; and then the Defendant must either put in better Bail, or the Cognizors must justify themselves in Court, either by Affidavit taken before such Commissioners that took the Bail, or by Oath in Court, or before one of the Judges of the Court. Same Rule.

Where special Bail is excepted against, and Notice thereof given, the Bail to justify, if Notice be given in Term-Time, in four Days after Notice; or to add other Bail, who shall justify within the said four Days; but if Exception be taken, and Notice given in the Vacation, the Bail put in, or the additional Bail, to justify upon the first Day of the subsequent Term. East. 5 Geo. 2.

*Note*; In this Court, if the same Bail be put in to the Action, as were Bail to the Sheriff, the Plaintiff cannot take an Assignment of the Bail-bond, for Want of their Justification, for by taking the Assignment he admits the Bail to be sufficient; but if they be insufficient, you may have

## Bail-Pieces.

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have a Rule for the Sheriff to return the Writ, and if he returns *Cepi Corpus*, you may have a Rule for him to bring in the Body. *Vid.* Part 2<sup>d</sup>. Tit. *Bringing in the Body*.

### In the Common Pleas.

**N**otice of Bail being taken by Commissioners, is to be given within four Days after the Caption thereof. Per Reg' Cur' Mich. 13 Geo. I.

Bails taken by Commissioners within forty Miles from London and Westminster, to be transmitted within ten Days after the taking thereof; and if above forty Miles in 20 Days, unless the Judges be in their Circuits, and then as soon as any one of them returns to London. Per Reg' Cur' Pas. 5 W. & M. and Hil. 6 G. I.

Bail may be excepted against within twenty Days after transmitted, and Notice of the taking thereof, and then the Defendant must either put in better Bail, or the Cognisors must justify themselves in open Court either by Affidavit taken before such Commissioners that took the Bail, or by Oath in Court, or before one of the Judges of the said Court. Pas. 5 W. & M.

The Defendant to perfect his Bail, within four Days after Exception. Trin. 3 & 4 Geo. II.

*Note*; In this Court the Plaintiff may except against the Bail, though they be the same Bail that were to the Sheriff, and for Want of their Justification may take an Assignment of the Bail-Bond and proceed thereon, though 'tis otherwise in *B. R.*

## Bargains and Sales.

### *A Bargain and Sale of Lands, &c.*

**T**HIS Indenture made, &c. Between  
*J. K.* the Elder of — *J. K.* the Younger,  
 Son and Heir Apparent of the said *J. K.* the  
 Elder, and *J. M.* Son and Heir of *J. M.* late  
 of — deceased, of the one Part, and *E. R.*  
 of — of the other Part, Witnesseth,  
 That for and in Consideration of the Sum of  
 — of lawful, &c. to the said *J. K.* the  
 Elder in Hand paid by the said *E. R.* at or  
 before the Ensealing and Delivery of these Pre-  
 sents (the Receipt and Payment whereof the said  
*J. K.* the Elder doth hereby acknowledge, and  
 thereof and of every Part and Parcel thereof  
 doth exonerate, acquit and discharge the said *E.*  
*R.* his Heirs, Executors, Administrators and Assigns,  
 and every of them, for ever by these Presents,) And in Consideration of the several Sums of  
*5 s.* of like lawful Money to the said *J. K.* the  
 Younger, and *J. M.* in Hand paid by the said  
*E. R.* at and before the Ensealing, &c. (the  
 Receipt, &c.) they the said *J. K.* the Elder,  
*J. K.* the Younger, and *J. M.* have granted,  
 bargained, sold, aliened, enfeoffed and confirmed,  
 and by these Presents Do, &c. unto the said *E. R.*  
 his Heirs and Assigns for ever, All that *Mesuage*  
*or Tenement and Farm, called H. Farm,* with the  
 Appurtenances, situate, lying and being in *H.*  
 aforesaid in the said County of — And all  
 those — Acres of Land, &c. by whatsoever  
 Name or Names or howsoever the same, or any  
 of them are called or known, with their and  
 every of their Rights, Members and Appurte-  
 nances whatsoever, [*which said Mesuage, Farm*  
*and Premises were by the late King Charles the*  
*Second, by Letters Patent under the Great Seal of*  
*England, bearing Date the — granted (amongst*  
 other

## Bargains and Sales.

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other Things) to W. C. and E. F. and their Heirs in Fee-Farm in Trust for W. K. at the Rent of—  
per Annum, and were by the said W. C. and E. F. by their Deed inrolled in the High Court of Chancery, bearing Date on or about the—bargained, sold and conveyed to J. M. and W. H. therein named, and their Heirs and Assigns (in Trust for the said J. K. the Elder) and were by J. M. Party to these Presents, Son and Heir of the said J. M. deceased (who survived the said W. K.) granted and conveyed to the said J. K. the Elder, his Heirs and Assigns, as by Conveyances thereof may appear] and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Mesuage, Farm, Lands, Tenements, Hereditaments and Premises hereby granted, and of every Part and Parcel thereof, and all Rents, Issues, Services and Profits to them, or any of them, or any Part or Parcel of them, or any of them, incident, belonging or appertaining: **And also** all and every the Estate and Estates, Rights, Titles, Claims, Interests and Demands whatsoever, of them the said J. K. the Elder, J. K. the Younger, and J. M. or either of them, in, to or out of the same Mesuage, Lands, Tenements, Hereditaments and Premises, and every Part and Parcel thereof; **And all** and every the Deeds, Charters, Writings and Muniments whatsoever, touching or concerning the said Mesuage, Lands, Tenements or Hereditaments and Premises whatsoever, hereby granted or mentioned to be granted, or any of them, or any Part or Parcel thereof; **To have and to hold** the said Mesuage or Tenement, Farm, Lands, Meadows and all other the Premises hereby granted, bargained, sold, or mentioned or intended to be hereby granted, bargained and sold, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said E. R. his Heirs, and Assigns for ever, **To** the only proper Use and



## Bargains and Sales.

*Covenant  
of War-  
ranty.*

Behoof of him the said *E. R.* his Heirs and Assigns for ever: **And** the said *J. K.* the Elder doth hereby grant for him and his Heirs, that he the said *J. K.* and his Heirs, the Mesuage, Farm, Lands, Tenements, Hereditaments and Premisses, and all and singular other the Premisses hereby granted or mentioned to be granted, and every Part and Parcel thereof, with all and singular their and every of their Rights, Members and Appurtenances, unto the said *E. R.* his Heirs and Assigns, against him the said *J. K.* and his Heirs, and against all and every other Person and Persons whatsoever, shall and will warrant, and for ever defend by these Presents. And the said *J. K.* the Elder, and *J. K.* the Younger, do for themselves severally, and for their several Heirs, Executors and Administrators, and for every of them, covenant, &c. *(to levy a Fine. J. K. Sen. the Bargainor lawfully seised, &c. And shall continue seised till an absolute Estate be vested in Bargainee. That Bargainor hath Power to convey. For peaceable Enjoyment. Free from Incumbrances. Except, &c. For further Assurance. And said Assurances to be to the Use of Bargainee, &c. Bargainor not to incumber, &c. the Premisses. Vid. Tit. Covenants.)* In witness, &c.

*To make a Tenant to the Præcipe, in order to the suffering a Common Recovery.*

**T**HIS Indenture tripartite, made, &c. Between, &c. Witnesseth, That the said *J. A.* and *M.* his Wife, and *G. A.* for the barring all Estates-Tail and Remainders over, of and in the Mesuages, Lands, Tenements, and Hereditaments herein after-mentioned; and for and in Consideration of the Sum of 5 s. of law-  
ful

## Bargains and Sales.

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ful, &c. to them in Hand paid by the said J. H. at or before, &c. the Receipt, &c. And for divers other good Causes and Considerations them the said J. A. and M. his Wife, and G. A. thereunto moving, **Have** bargained and sold, and by these Presents **do**, &c. unto the said J. H. his Heirs and Assigns, **All that Mesuage or Tenement, &c. (as before) To have and to hold** the said Mesuages, Buildings, Lands, Tenements, Hereditaments, and all and singular other the Premisses, with their and every of their Appurtenances, unto the said J. H. his Heirs and Assigns, **To the Use and Behoof** of him the said J. H. his Heirs and Assigns for ever, **To the Intent** and Purpose nevertheless, that the said J. H. may be perfect Tenant of the Freehold and Inheritance of all and singular the aforesaid Premisses, with the Appurtenances, against whom a common Recovery of the said Mesuages, &c. may be had, suffered and perfected, as of ——— Term next ensuing the Day of the Date of these Presents, in which said Common Recovery it is hereby agreed, that the said E. A. shall be Demandant, and the said J. H. Tenant; and the said J. A. and M. his Wife, and the said G. A. shall be Vouchees, and they shall vouch over the common Vouchee, after the Manner and Course of a Common Recovery for Assurance of Lands, (*or thus after the Words may be had, suffered and perfected, then say,* And to that End and Purpose it is agreed by and between the Parties to these Presents, that the said E. A. shall, before the End of ——— Term, prosecute and sue out a Writ of Entry *sur disseisin in le Poss.* returnable the last Return of ——— Term before the Justices of the Lord the King of the Bench at *Westminster*, whereby the said E. A. shall demand against the said J. K. the said Mesuage, &c. and Premisses, with their and every of their Appurtenances, by such Name and Names, and other Additions and Descriptions, to

## Bargains and Sales.

ascertain the same, as shall be thought fit, to which Writ the said *J. H.* shall appear *gratis*, and vouch to Warranty the said ——— who shall likewise appear *gratis*, and enter into Warranty, and vouch the said ——— and ——— who shall appear *gratis*, and enter into Warranty, and vouch over the common Vouchee, who shall likewise appear *gratis*, and enter into Warranty and Imparl, and afterwards make Default, whereby a Common Recovery may be had and suffered in the said Court of *Common Pleas*, of all the said *Mesuage, Lands, &c.* according to the Course of Common Recoveries used :) And it is hereby further covenanted, concluded, declared, and fully agreed, by and between all the said Parties to these Presents, that the said Common Recovery, so or in any other Manner to be had and suffered, as aforesaid, of the aforesaid Premises, with the Appurtenances, between the said Parties to these Presents, shall enure and be, and shall be construed, deemed and taken to enure, and to be to the several Uses, Intents and Purposes herein after mentioned and declared (*that is to say*) To the Use and Behoof of the said *J. A.* and his Assigns, during the joint Lives of him and the said *M.* his Wife; and if the said *M. A.* shall survive the said *J. A.* then to the Use and Behoof of the said *E. A.* and his Heirs, during the Life of her the said *M. A.* Upon Trust, that he the said *E. A.* and his Heirs, do and shall convey and assure the same Premises, and every or any Part thereof, to such Person and Persons, and for such Intents and Purposes as she the said *M. A.* by herself alone, during the Life of her said Husband, or after his Death, by any Writing or Writings under her Hand and Seal, executed in the Presence of two or more credible Witnesses, shall direct and appoint, and until such Appointment, in Trust for the said *M. A.* and from and immediately after the Decease of the said *M. A.* then to the only proper Use and Be-

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hoof of the said G. A. and his Heirs and Assigns for ever. In Witness, &c.

*A Bargain and Sale of a Bankrupt's Personal Estate from the Commissioners to the Assignees.*

**T**HIS Indenture made, &c. Between, T. B. R. M. Esqs. and G. J. Gent. of the one Part, and R. H. of, &c. and J. M. of, &c. of the other Part: Whereas the King's Majesty's Commission, under the Great Seal of Great Britain, grounded upon the several Statutes made concerning Bankrupts, bearing Date at Westminster the ——— Day of ——— last, hath been awarded against T. R. of, &c. directed unto the said T. B. R. M. and G. J. and also to J. M. Esq; and R. W. Gent. thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same, as by the said Commission, Relation being thereunto had, may more fully appear: And whereas the said T. B. R. M. and G. J. being the major Part of the Commissioners in the said Commission named, having began to put the said Commission in Execution, upon Examination of Witnessees, and other good Proof, upon Oath before them had and taken, have found that the said T. R. for some Time past before the Date and Suing forth of the said Commission, used and followed the Trade of a ——— and kept a House in, &c. and also during the Time of his Trading did buy and sell great Quantities of, &c. as a ——— and endeavouring to get his Living thereby; and did, during the Time of his said Trading and Dealing as aforesaid, become justly and truly indebted unto the said R. H. in the Sum of 500 l. and upwards; and to the other his Creditors in several Sums of Money; and being indebted as aforesaid, did in the judgment of the major Part of the said Commissioners, become a Bankrupt to all Intents and



## Bargains and Sales.

and Purposes, within the Compass and true Meaning of the several Statutes made concerning Bankrupts, or within some or one of them, before the Date and suing forth of the said recited Commission. **And whereas** the said Commissioners, Parties to these Presents, being the major Part of the Commissioners in the said recited Commission named, in further Execution of the same, and upon like due Examination of Witnesses, have found, or otherwise it appeareth unto them, that the said *T. R.* at the Time he became a Bankrupt as aforesaid, had and was possessed of divers Wares, Household and other Goods of several Kinds and divers Quantities of, &c. and also of Pewter, Brass, and other Utensils, Chattels, Estate and Effects in and about his said House and Shop, and other Places: And also it appeareth to the said Commissioners, Parties to these Presents, that there are several Debts, Sum and Sums of Money due and owing, and belonging to the said *T. R.* by and from several Persons: **Now this Indenture witnesseth**, that the said Commissioners, Parties to these Presents, by Force and Virtue of the said Commission, and the Statutes therein mentioned, and for and in Consideration of the Covenants and Agreements herein after in these Presents, on Behalf of the said *R. H.* and *J. M.* (Assignees of the said Bankrupt's Estate and Effects, duly chosen by the major Part of the Creditors present, at a Meeting pursuant to a Notice in the *London Gazette* for that Purpose) to be done and performed, **Have** ordered, bargained, sold, assigned and set over, and by these Presents **do**, as much as in them lieth, and they lawfully may, order, bargain, sell, assign and set over to the said *R. H.* and *J. M.* all and singular the said Household Goods, and other Goods, Chattels, Effects, Debt and Debts, Sum and Sums of Money, and other Things, Estate and Premises of and belonging to him the said *T. R.* and every  
Part

## Bargains and Sales.

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Part thereof, and all other the personal Estate, Debts, Goods and Effects of him the said T. R. whatsoever and wheresoever; **To have and to hold** the said Household Goods, and all and singular other the Goods, Chattels, Debts, Effects and personal Estate, whatsoever of him the said T. R. unto the said R. H. and J. M. their Executors and Administrators for ever, **In Trust**, nevertheless, to and for the Use and Uses herein after-mentioned and expressed (*that is to say*) **In Trust** to and for the Use and Behoof and Benefit, as well of them the said R. H. and J. M. as all other the Creditors of the said T. R. who have already, or shall hereafter, in due Time, come in and seek Relief by Virtue of the said recited Commission, according to the Direction and Limitation of the several Statutes whereupon the same is grounded, and to no other Use, Intent or Purpose whatsoever. **And** the said R. H. and J. M. for themselves, their Executors and Administrators, do hereby covenant, promise and agree, to and with the said T. B. R. M. and G. J. the said Commissioners, Parties to these Presents, that the said R. H. and J. M. shall and will from Time to Time, and at all Times hereafter, with all convenient Speed, and by all lawful Ways and Means, they may or can, endeavour to sue for, recover and get in the Estate, Debts, Effects and Premises hereby bargained, sold assigned and set over, or mentioned, or intended to be; **And** also shall, with like convenient Speed, sell and dispose of the Estate and Effects, when so gotten in, to and for the best Profits and Advantages they can raise, make or advance by Sale, or other Disposition thereof: **And** also that they the said R. H. and J. M. their Executors and Administrators, shall and will give and render to the said T. B. R. M. and G. J. Commissioners, Parties to these Presents, or to the major Part of the Commissioners, by the said Commission authorized, upon reasonable

## Bargains and Sales.

sonable Request to the said *R. H.* and *J. M.* their Executors and Administrators, a just, true and perfect Account of all and every Part of the said Estate, Effects, Debts, Sum and Sums of Money, and other the Premisses hereby bargained, sold, assigned and set over unto the said *R. H.* and *J. M.* which he or they shall get in, recover, or receive, by Virtue of these Presents; and such Debts, Sum or Sums of Money, or other Satisfaction, as shall be had, made, raised, received and gotten in by them, or any of them, by Virtue of this Deed of Assignment: ~~And farther~~, that they the said *R. H.* or *J. M.* their Executors and Administrators, shall and will pay, satisfy and deliver over to the said *T. B. R. M.* and *G. J.* Commissioners, Parties to these Presents, or to the major Part of the Commissioners, in the said Commission authorized, to be ordered, disposed of, or distributed, as they shall order and direct, in some convenient Time, from and after they the said *R. H.* and *J. M.* their Executors, Administrators and Assigns, shall have had and received the same, or any Part thereof, *To the End* the said Commissioners, Parties to these Presents, may in due Time order, distribute, divide and dispose thereof, for and towards Payment and Satisfaction of the said just Debts, due and owing by the said *T. R.* to such his Creditors who have already sought, or shall hereafter in due Time come in and seek Relief, by Virtue of the said Commission. ~~And moreover~~, that they the said *R. H.* and *J. M.* their Executors, Administrators and Assigns, or some of them, shall and will, from Time to Time, and at all Times hereafter, save, defend, keep harmless and indemnified the said Commissioners, Parties to these Presents, and every of them, their and every of their Heirs, Executors and Administrators, of, from and against all and all Manner of Actions, Suits, Troubles, Damages, Losses, Costs, Charges and Expences whatsoever, which may happen or come to, or be brought

or

## Bargains and Sales.

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or prosecuted against them, or any or either of them, or against the Lands, Tenements, Goods and Chattels of them, or any or either of them, and which they, or any or either of them may suffer, sustain, or be put unto, for or by Reason of this present Deed or Assignment, or their or any of their lawful Intermeddling and Dealings in any of the Estate of the said T. R. or their or any of their Proceedings, in the legal Execution of the above recited Commission, or by Force, Virtue or Colour thereof. In Witness, &c.

### *A Bargain and Sale of a Bankrupt's Real Estate, from the Commissioners to the Assignees.*

**T**HIS Indenture tripartite, made &c. Between R. M. G. J. Esqs. and R. W. Gent. of the first Part. T. R. late of, &c. [the Bankrupt] of the Second Part, and R. H. of, &c. and J. M. of, &c. of the third Part: Whereas the King's Majesty's Commission under the Great Seal of Great Britain, &c. [Reciting, the Issuing of the Commission, the Commissioners putting the same in Execution, and finding T. R. a Bankrupt thereon, the same as in the Assignment of the Personal Estate] And whereas the said Commissioners, Parties to these Presents, being the major Part of the Commissioners in the said recited Commission named, in further Execution of the same, and upon like due Examination of Witnesses have found, or otherwise it appeareth unto them, that the said T. R. at the Time he became a Bankrupt as aforesaid, was seised and possessed of, interested in, or intitled unto divers and sundry Manors, Mesuages, Lands, Tenements and Hereditaments in the Counties of Bucks, Cambridge, &c. and elsewhere in the Kingdom of Great Britain: Now this Indenture witnesseth, That the said Commissioners, Parties



## Bargains and Sales.

Parties to these Presents, being the major Part of the Commissioners named and authorized in and by the said Commission of Bankruptcy, in further Execution thereof, and of the several Statutes therein mentioned, and by Force and Virtue of the same, and of the Power and Authority in them hereby given, and also in Consideration of the Covenants herein after reserved and contained on the Part and Behalf of the said *R. H.* and *J. M.* (Assignees of the said Bankrupt's Estate and Effects, duly chosen by the major Part of the Creditors, at a Meeting pursuant to a Notice in the *London Gazette* for that Purpose) to be done and performed, ~~have~~ bargained and sold, and by these Presents (as much as in them lieth, and they lawfully may) do, and each of them doth bargain and sell; And that the said *T. R.* in Consideration of the Sum of 5 *£.* of lawful Money of *Great Britain*, to him in Hand paid, at or before the Sealing and Delivery of these Presents by the said *R. H.* and *J. M.* the Receipt whereof is hereby acknowledged, hath bargained and sold, and by these Presents (as much in him lieth, and he lawfully may) doth bargain and sell unto the said *R. H.* and *J. M.* and to their Heirs, and Assigns, ~~All~~ those the Manors, &c. &c. [*reciting the Parcels of all the Real Estates*] and also all other the Manors and reputed Manors, Mesuages, Lands, Tenements and Hereditaments in the said Counties of, &c. whereof, wherein or whereunto the said *T. R.* or any Person or Persons in Trust for him, now is, or at the Time of his becoming a Bankrupt, was seised or possessed of, interested in, or intitled unto, of any Estate of Freehold or Inheritance, either in Possession, Reversion, Remainder or Expectancy, or otherwise howsoever, or wherein or whereunto the said *T. R.* or any Person or Persons in Trust for him, can or may have, or claim any Estate or Interest, Right, Title, Profit, Produce, Rent, Share, Claim or Demand whatsoever, either in Law or Equity, or otherwise howsoever;

soever; *And* the Reversion and Reversions, Remainder and Remainders, Rents, Issues, Emoluments, Profits, Commodities, Advantages and Appurtenances whatsoever to the said Manors, or reputed Manors, Mesuages or Tenements, Lands, Hereditaments and Premises, or any Part or Parcel thereof belonging, or in any wise appertaining, together with all Deeds, Escripts, Muniments, and Writings relating to all or any Part of the said Manors, Mesuages or Tenements, Lands, Hereditaments and Premises hereby bargained and sold, or intended so to be: **To have and to hold** the said Manors, or reputed Manors, Farms Mesuages or Tenements, Lands and Hereditaments, and all and singular other the Premises herein before mentioned, and intended to be hereby bargained and sold, with their and every of their Rights, Members and Appurtenances unto the said *R. H.* and *J. M.* their Heirs and Assigns for such Estate and Estates, and Interests, as the said *T. R.* had therein respectively at the Time of his becoming Bankrupt, and at the Time of issuing forth of the said Commission of Bankruptcy against him, or at any Time since, and in as full and ample Manner and Form, to all Intents and Purposes whatsoever, as the said *T. R.* his Heirs or Assigns, might or could have held and enjoyed the same, and if he the said *T. R.* had not become a Bankrupt, and if these Presents had not been made: **In Trust**, nevertheless, to and for the Use, Behoof, Benefit and Advantage of the said *R. H.* and *J. M.* and the rest of the Creditors of the said *T. R.* who already have or shall in due Time come in and seek Relief under the said Commission: **And** the said *R. H.* and *J. M.* for themselves, severally and respectively, and each for his own respective Heirs, Executors and Administrators, and not one for the other, or for the Heirs, Executors or Administrators of the other, or for the Act or Deed of the other, do covenant, promise, grant and agree, to and with the said Commissioners,

## Bargains and Sales.

ers, Parties to these Presents, their Executors and Administrators, that they the said *R. H.* and *J. M.* their Heirs and Assigns, shall and will, with all convenient Speed, use their best Means and Endeavours to sell, and dispose of the Manors, Mesuages, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby bargained and sold, for all such Estate and Interest as the said *T. R.* had herein, at the Time he became a Bankrupt, for the most and best Price and Prices that can be got for the same; and that they the said *R. H.* and *J. M.* shall and will, within the Time limited and appointed by an Act of Parliament made in the fifth Year of his present Majesty's Reign, intituled, *An Act to prevent the committing of Frauds by Bankrupts*, give unto the said Commissioners, Parties to these Presents, or to the major Part of the Commissioners, in and by the said Commission named and authorized, fair and just Accounts of their Receipts, Payments and Disbursements on Account of, touching or concerning the Estate and Effects of the said *T. R.* and shall and will distribute and divide amongst the Creditors of the said *T. R.* who shall have come in and proved their Debts under the said Commission (in Proportion to their respective Debts) all such Part of the neat Produce of the Estate and Effects of the said *T. R.* as the said Commissioners, Parties to these Presents, shall from Time to Time order and direct. And further, [*a Covenant by the Assignees, to indemnify the Commissioners, as in the Assignment of the Personal Estate.*] In witness, &c.

## Bills of Sale.

### Of Goods and Chattels.

**KNOW** all Men by these Presents, That I *A. B.* of——— in Consideration of the Sum of——— to me in Hand paid by *C. D.* of——— at and before the Sealing and Delivery of these Presents, the Receipt whereof I do hereby acknowledge, **have** bargained, sold, released, granted and confirmed, and by these Presents **do** bargain, sell, release, grant and confirm unto the said *C. D.* *All the Goods, Household-stuff, and Implements of Household, and all other Goods and Chattels whatsoever mentioned in the Schedule hereunto annexed,* now remaining and being in———

**To have and to hold** all and singular the said Goods, Household-stuff and Implements of Household, and every of them by these Presents bargained, sold, released, granted and confirmed unto (*the only proper Use and Beboof of*) the said *C. D.* his Executors, Administrators and Assigns for ever, freely, quietly, peaceably and intirely, without any Contradiction, Claim, Disturbance or Hindrance of any Person whatsoever, and without any Account to me, or to any other whomsoever to be made, answered, or hereafter to be rendered; so that neither I the said *A. B.* nor any other for me, or in my Name, any Right, Title, Interest or Demand of, in, to or for the said Goods, &c. or any Part or Parcel thereof, ought to exact, challenge, claim or demand at any Time or Times hereafter; but from all Action, Right, Estate, Title, Claim, Demand, Possession and Interest thereof shall be wholly barred and excluded by Force and Virtue of these Presents: **And** I the said *A. B.* for myself, my Executors and Administrators, **will and singular the said Goods and Household-**

*Warranty.*



## Bargains and Sales.

hold stuff unto the said *C. D.* his Executors, Administrators and Assigns, against me the said *A. B.* my Executors, Administrators and Assigns, and against all and every other Person or Persons whatsoever, shall and will warrant, and for ever defend, by these Presents, of which Goods, &c. I the said *A. B.* have put the said *C. D.* in full Possession, by delivering him one Silver Cup in the Name of all the said Goods and Chattels, at the Sealing and Delivery hereof. *In Witness, &c.*

### *Of Goods conditional, in Nature of a Mortgage.*

*Proviso of Redemption.*

**I** *D* all to whom these Presents shall come, I *A. B.* of——send Greeting. *Know* ye, that I the said *A. B.* for and in Consideration, &c. *(as in the last to)* and for ever defend by these Presents: **Provided** always, and it is hereby agreed between the said Parties to these Presents, That if I the said *P. H.* my Executors, Administrators or Assigns, or any of us, do or shall well and truly pay, or cause to be paid unto the said *C. D.* or his Attorney, his Executors, Administrators or Assigns, the Sum of —— on —— at —— for the Redemption of the said hereby bargained Premises, then these Presents, and every Clause, Article, Condition and Thing herein contained, shall cease and be void, otherwise to remain in full Force and Effect. *In Witness, &c.* ——

*Or it may upon Occasion be made stronger, thus :*

**T** *H* *I* *S* Indenture made, &c. between, &c. witnesseth, That the said *J. G.* for and in Consideration, &c. the Receipt, &c. hath &c. *(as in the first Bill of Sale, mutatis mutandis, to)*

to) and for ever defend by these Presents: **Pro-**  
**vided, &c.** (as in the second Bill of Sale, mutatis  
mutandis, to) remain in full Force and Effect. **And** *Covenant*  
the said J. G. for himself, his Heirs, Executors and *that if*  
Administrators, doth covenant and grant to and *Default be*  
with the said J. H. his Executors, Administrators *made of*  
and Assigns by these Presents, as follows (to wit) *Redempti-*  
that in Case the said J. G. his Executors or Ad- *on, to hold*  
ministrators, shall make Default in Payment of the *for ever.*  
said—— l. or any Part thereof, at the Time and  
Place, in the Condition before in these Presents  
contained; Then the said J. H. his Executors,  
Administrators and Assigns, shall and may, for the  
Consideration aforesaid, peaceably and quietly have,  
hold and enjoy to his and their own proper Use,  
for ever, the said—— and all the Premises  
above by these Presents bargained, sold, released,  
granted and confirmed, or mentioned or intended  
so to be, and every Part and Parcel thereof, with  
all and singular the Appurtenances, without any  
lawful Let, Suit, Trouble, Expulsion, Eviction,  
Molestation or Denial of the said J. G. his Exe-  
cutors or Administrators, or of any other Person or  
Persons whatsoever: **And also** that he the said *Covenant*  
J. G. his Executors or Administrators, shall and *to pay the*  
will well and truly pay, or cause to be paid unto *Money in*  
the said J. H. his Executors, Administrators or *the Pro-*  
Assigns, the said Sum of—— in Manner and *viso.*  
Form as aforesaid, according to the true Intent and  
Meaning of these Presents. **And** the said J. H. *To return*  
for himself, his Executors, Administrators and *Goods on*  
Assigns, doth covenant and grant to and with the *Payment of*  
said J. G. his Executors, Administrators and Assigns, *the Money.*  
by these Presents, that he the said J. H. his Exe-  
cutors, Administrators and Assigns, shall and will,  
immediately after the Receipt of the said—— l.  
according to the true Meaning of the Condition  
aforesaid, upon reasonable Request of the said J. G.  
well and truly re-deliver unto the said J. G. his  
Executors, Administrators or Assigns, the said  
—— and

## Bargains and Sales.

——— and all other of the said Premisses, which  
 —— the said J. H. received of the said J. G. at  
 and before the Ensealing and Delivery hereof, in  
 as good Case as the same, and every of them, at  
 this present Time now are. In Witness, &c.

    J N. B. Livery and Seisin to be indorsed.

## Of Goods distrained for Rent.

**T**HIS Indenture, &c. Between N. C.  
 (the Landlord) of —— J. R. Constable of  
 the Hundred of —— D. C. of —— J. F. of  
 —— and H. C. of —— of the one Part, J. S.  
 of —— and T. S. of —— of the other Part,  
 Witnesseth, That it is affirmed by the said N. C.  
 and testified by the said D. C. upon his Oath sworn  
 before the said Constable, that on the —— Day of  
 —— last past, the said N. C. in the Presence of the  
 said D. C. did enter into a Mesuage and Lands  
 called S. Farm in H. within the Hundred aforesaid,  
 and for —— l. of Rent, at the Feast of —— last past, due  
 to him the said N. C. from S. F. upon a Demise,  
 whereby the said S. F. held the said Farm of the said  
 N. C. and did distrain there, and found the Goods  
 and Chattels following (to wit) [recite the Particu-  
 lars.] And it is further testified by the said D. C. and  
 also by the said J. F. and H. R. upon their Oaths  
 sworn before the said Constable, that after such Di-  
 stress taken (to wit) on the —— Day of ——  
 last past, the said N. C. did, at the chief Mansion-  
 House of the said Farm, give publick Notice of  
 the said Distress, and the Cause thereof, and a  
 Note thereof in Writing, expressing the Particu-  
 lars of the said Goods and Chattels distrained, and  
 of the said Rent for which the same were distrained,  
 did then and there deliver unto E. Daughter of  
 the said S. F. And the said D. C. J. F. and  
 H. R. upon their Oaths aforesaid have truly ap-  
 praised all the said Goods and Chattels distrained,

at

at—*l.* And this Indenture further witnesseth, That the said Goods and Chattels being yet unreplevied, the said *M. C.* with the Constable aforesaid, for and in Consideration of—*l.* being the best Price that can be gotten for the said Goods and Chattels, by the said *J. S.* and *T. S.* paid to the said *N. C.* towards Satisfaction of the said Rent of—*l.* for which the said Goods and Chattels, were distrained, Have bargained and sold, and by these Presents Do bargain and sell unto the said *J. S.* and *T. S.* All the Goods and Chattels herein before mentioned to be distrained as aforesaid: To hold unto *J. S.* and *T. S.* as their only proper Goods and Chattels for ever. In Witness, &c.

*Note ; It is the best to make so many Parties, for the more easy proving afterwards (if Occasion be) the Regularity of the Proceedings.*

Bills.

*A Bill penal for the Payment of Money.*

**R** *R D W* all Men by these Presents, That I *W. B.* of—do owe unto *J. F.* of—the Sum of *10 l.* of lawful Money of Great Britain, to be paid unto the said *J. F.* his Executors, Administrators or Assigns, on the—next ensuing the Date hereof; for which Payment, well and truly to be made, I bind myself, my Heirs, Executors and Administrators, in *20 l.* of like lawful Money, firmly by these Presents. In Witness whereof I have hereunto set my Hand and Seal this—Day of—in the Year of our Lord—



*A Bill without a Penalty.*

**K** NOW all Men by these Presents, That  
 I R. C. of — do owe and am indebted  
 unto J. F. of — in the Sum of 10 l. of  
 lawful Money of Great Britain, to be paid unto  
 the said J. F. his Executors, Administrators or  
 Assigns, on the — Day of — next ensuing  
 the Date hereof; for which Payment well and  
 truly to be made, I bind myself, my Heirs, Exe-  
 cutors and Administrators, firmly by these Pre-  
 sents. In Witness, &c.

*A Bill of Credit.*

**T** HIS present Writing witnesseth, That  
 I R. C. of — Merchant, do undertake  
 to and with J. F. of — Merchant, his Executors  
 and Administrators, that if he deliver unto Sir  
 C. R. Knt. or any of his Assigns, to his Use, any  
 Sum or Sums of Money amounting to the Sum of  
 — l. of lawful Money of this Realm, or un-  
 der, and shall take in my Name a Bill under the  
 Hand and Seal of the said C. R. confessing and  
 shewing the Certainty thereof, that then I, my  
 Executors or Administrators, having the same Bill  
 delivered to me or them, shall immediately, upon  
 the Receipt of the same, pay or cause to be paid  
 unto the said J. F. his Executors, Administrators  
 or Assigns, all such Sums of Money as shall be con-  
 tained in the said Bill; for which Payment, in  
 Manner and Form aforesaid, well and truly to be  
 made, I bind myself, my Executors, Administra-  
 tors and Assigns, by these Presents. In Wit-  
 ness, &c.

Bonds.

## Bonds.

### I. Obligations.

**K** NOW all Men by these Presents, That *From one*  
 I (we) A. B. of \_\_\_\_\_ in the County of \_\_\_\_\_ *or more*  
 \_\_\_\_\_ Gent. (C. D. of \_\_\_\_\_ and so on, if more *Obligors, to*  
 Obligors) am (are) held and firmly bound to E. F. *one or more*  
 of \_\_\_\_\_ (G. H. of \_\_\_\_\_ and so on if more *Obligees.*  
 Obligees) in \_\_\_\_\_ Pounds (*double the Condition;*  
*except when by an Infant for Necessaries, and then*  
*only the Sum due*) of lawful Money of Great Bri-  
 tain, to be paid to the said E. F. (G. H. &c.  
*if two Obligees, add, or either of them; but if three*  
*or more say, or any of them*) or his (their)  
 certain Attorney, Executors, Administrators or  
 Assigns, for which Payment to be well and truly  
 made I (we) bind myself, (ourselves and each of  
 us by himself for the Whole and in Gross) my  
 (our, and either of our, *when two, or our and*  
*every of our, when three*) Heirs, Executors, and  
 Administrators, firmly by these Presents. Sealed  
 with my (our) Seal (Seals) dated the \_\_\_\_\_ Day  
 of \_\_\_\_\_ in the \_\_\_\_\_ Year of the Reign of our  
 Lord George the Second, by the Grace of God, of  
 Great Britain, France and Ireland King, De-  
 fender of the Faith, &c. and in the Year of our  
 Lord 1744.

To a Church-warden and Overseer of the  
 Poor.

\_\_\_\_\_ Are held, &c. \_\_\_\_\_ to W. D. and  
 J. S. Church-warden and Overseer of the Poor  
 of the Parish of \_\_\_\_\_ in the County of \_\_\_\_\_  
 their or either of their Administrators, Successors  
 or Assigns, &c.

F

Of

*For Pay-  
ments.*

*Of a Bail-Bond to the Sheriff.*

—— Are held, &c. —— to *W. R. Esq;*  
Sheriff of the County of —— in, &c. —— to  
be paid to the said Sheriff, or his certain Attorney,  
Executors, Administrators or Assigns, for, &c.

*To the Lord Chancellor on issuing a Com-  
mission of Bankruptcy.*

—— Are held, &c. —— to the Right Hon.  
*Philip Lord Hardwicke*, Baron of *Hardwicke*, Lord  
High Chancellor of *Great Britain*, in 200*l.* of  
good, &c. —— to be paid to the said Lord High  
Chancellor, or his certain Attorney, Executors,  
Administrators and Assigns, for, &c.

II. *Conditions of Bonds.*

*For Payment of Money at one Time.*

*From one or more, to one or either of them, but if three or more Obligors, or more.* **T**HE Condition of this Obligation is such,  
That if the above bounden *A. B. (and C. D. say, and E. F. or any of them,)* his *(their or either (any) of their)* Heirs, Executors or Administrators,  
do and shall well and truly pay, or cause to be paid  
unto the above named *G. H. (and J. K. or either of them)* and if three Obligees, and *L. M. or any of them)* his *(their or either (any) of their)* Executors,  
Administrators or Assigns, the full Sum of ——  
Pounds *(the Sum secured to be paid)* of lawful British  
Money *(and you may add, tho' a Bond will carry Interest without mentioning it)* with Interest for the  
same after the Rate of *5 l. per Cent. per Ann.* *(or, with lawful Interest for the same)* on the —— Day

of—next ensuing the Date of the above-written *For Pay-*  
Obligation, without Fraud or further Delay (*if ments.*  
*a Time for Payment be not mentioned, the Money is*  
*due presently ;*) Then this Obligation to be void and  
of no Effect, or else to remain in full Force and  
Virtue.

*Sealed and delivered  
in the Presence of*

*A. B.  
C. D.*

## *To pay Money at different Times.*

—The full Sum of—of lawful *British*  
Money, in Manner following, (*to wit*) the Sum  
of—*l.* Part thereof on the—Day of —  
next ensuing the Date of the above written Obl-  
igation;—*l.* more thereof, on the—next  
following, and—*l.* more, the Residue, and in  
full Payment thereof, on the—which will be  
in the Year of our Lord,—without Fraud or  
Covin, then this Obligation to be void ; but if De-  
fault shall be made in Payment of any of the said  
several and respective Sums of Money above-men-  
tioned, or any Part thereof, or any of the said se-  
veral and respective Days and Times above-limited  
for Payment thereof ; then this Obligation to re-  
main in full Force and Virtue.

## *To pay Money quarterly.*

—(*As above, mentioning the first four Quar-*  
*ters, and leaving out the Words, Residue and in full*  
*Payment*) then after the Words Year of our Lord  
—(*say*) the Sum of—more thereof  
on—then next ensuing, and so on quarterly  
every Quarter of a Year, one next and immediate-  
ly ensuing another, on every of the Quarter-Days  
aforesaid, the Sum of—, until the Sum of  
—shall



## Bonds.

For Pay-  
ments.

———shall be in such Sort and after such Manner  
fully satisfied, contented and paid; Then, &c.  
———but if, &c. as above.

*For Payment of an Annuity.*

——— That if the above-bounden *A. B.* his  
Heirs, Executors and Administrators, do and shall  
yearly, and every Year from and after———  
next ensuing the Date of the above-written Obliga-  
tion, well and truly pay, or cause to be paid  
unto the above-named *C. D.* his Executors, Admi-  
nistrators and Assigns, for and during one Annuity  
or yearly Sum of —— of lawful *British* Money,  
at and upon the four most usual Feasts or Times of  
Payment in the Year, that is to say, on the Feast-  
Day of, &c. —— by even and equal Portions;  
the first Payment thereof to begin and be made on  
the Feast-Day of, &c. next ensuing, &c. ——  
Then, &c. —— but if, &c.

*To pay Money at the Day of Marriage, or  
Day of Death.*

——— (As in the first Condition to) the Sum of  
——— of lawful *British* Money, within six Months  
next after the Solemnization of the Marriage of  
the said *A. B.* or the Time of the Death of him  
the said *A. B.* which of them shall first happen  
after the Date of the above-written Obligation,  
without Fraud or Covin; Then, &c. ——  
or else, &c. ——

*To pay Money according to a Mortgage.*

——— (As in the first to) the Sum of ——  
of lawful *British* Money, on, &c. —— next ensu-  
ing the Date of the above-written Obligation;  
and

and also the further Sum of \_\_\_\_\_ of like lawful *For Per-*  
Money on \_\_\_\_\_ which will be in the Year of *formances.*  
our Lord \_\_\_\_\_ without any Deduction or De-  
falcation for Taxes, Assessments, or any other Im-  
positions whatsoever, according to the Purport of  
certain Indentures *tripartite*, bearing equal Date  
with the above-written Obligation, and made be-  
tween *J. B.* of the first Part, *T. P.* of \_\_\_\_\_ of  
the second Part, and the said *M. W.* of the third  
Part; Then, *&c.* \_\_\_\_\_ or else, *&c.* \_\_\_\_\_

*The Condition of a Bottomree Bond.*

**T**HE Condition of the above Obligation  
is such, That if the Ship called the *E. Gally*,  
whereof the above bound *M. M.* is Commander,  
do, and shall proceed and sail from and out of the  
River of *Thames* on a Voyage to *Yarmouth*, from  
thence to *Venice*, and to such other Ports or Places  
as the said *M. M.* shall think fit, and so return back  
to *London*, or other her delivering Port in *England*,  
to end her Voyage by or before the Expiration of  
eighteen Calendar Months, to be accounted from  
the Day of the Date of the said Obligation; And  
if the said *M. M.* his Heirs, Executors or Ad-  
ministrators, do pay or cause to be paid unto  
the above named *W. H.* his Executors, Admi-  
nistrators or Assigns, the full Sum of five and fifty  
Pounds of lawful Money of *Great Britain*, within  
thirty Days next after the first and next Return  
and Arrival of the said Ship at *London*, or other  
her delivering Port in *England* from the said Voy-  
age, or at the Expiration of the said eighteen Ca-  
lendar Months, which shall first happen, together  
with the Sum of eight Shillings and four Pence of  
like Money *per Month*, for so many Months as shall  
be elapsed and run out of the said eighteen Months  
over and above twelve Months, and *pro rata* for  
a lesser Time than a Month: Or if in the said  
F 3 Voyage,

For Per-  
formances.

Voyage, and within the said eighteen Calendar Months, the said Ship should be lost (which God forbid), the said *M. M.* then being Commander of the said Ship; then the above Obligation to be void and of none Effect, or else to be and remain in full Force and Virtue.

*Sealed and delivered  
in the Presence of*

*A Respondentia Bond.*

**I** *P. M.* all Men by these Presents, That I *P. M.* Mariner, am held and firmly bound unto *W. H.* of *Bengall*, Merchant, in the full and just Sum of one thousand Rupees current of *Bengall*, to be paid unto the said *W. H.* or to his Heirs, Executors, Administrators or Assigns; for the true and lawful Payment of which I do hereby oblige myself, my Heirs, Executors, Administrators or Assigns, firmly by these Presents, signed, sealed and dated in *Culcutta*, this——Day of——

Whereas the above bound *P. M.* hath taken up and received of the above named *W. H.* the Sum of five hundred Rupees current of *Culcutta*, at the Rate of twenty-five *per Cent.* Respondentia, to run this present Voyage, upon the Bottom of the good Ship *S.* whereof is Master the said *P. M.* from the Port of *Culcutta* to *Suratt*, and thence back again to the Port of *Madrafs*; the whole Risque of the said five hundred Rupees, with the Respondentia thereon, being on the Account of the said *W. H.* during the Prosecution of the said Voyage, as to all Dangers of the Seas, Rivers, Enemies and Pirates.

The Condition of this Obligation is such, That if the above bounden *P. M.* or his Heirs, Executors, Administrators or Assigns, shall pay or cause to be paid, unto the above named *W. H.* o  
to

to his Heirs, Executors, Administrators or Assigns, For Per-  
the full and just Sum of six hundred and twenty-*formances.*  
five Rupees current of *Calcutta*, being the whole  
Amount of the Principal and Respondentia before  
mentioned, at or before thirty Days after the safe  
Arrival of the forementioned Ship *S.* in the Port  
of *Madras*; but in Case of the Loss of the said  
Ship (which God forbid) such an Average as by  
Custom shall become due on the Salvage; then this  
Obligation to be void and of no Effect; otherwise  
to remain in full Force and Virtue, having signed  
to two Obligations of this Tenor and Date, one of  
which being accomplished the other to be void.

*Sealed and delivered  
in the Presence of*

## *Conditions to make and deliver Conveyances.*

**T**HE Condition of this Obligation is such,  
that if the above bound *A. B.* do and shall,  
upon and at the Request of the said *C. D.* his  
Heirs or Assigns, on or before the ——— next en-  
suing the Date above written, convey and assure,  
or Cause to be well and sufficiently conveyed and  
assured, unto the said *C. D.* his Heirs and Assigns,  
or to such other Person and Persons, and his and  
their Heirs, as the said *C. D.* shall nominate and  
appoint, and to such Uses as he shall direct, *one*  
*Messuage or Tenement, &c.* situate ——— now in the  
Possession of ——— by such Conveyances and  
Assurances in the Law, as by the said *C. D.* his  
Heirs and Assigns, or his or their Counsel learned  
in the Law, shall be reasonably devised, or advised  
and required, freed and discharged of and from all  
Incumbrances whatsoever, except, &c. ——— *And* *And in the*  
also if the said *A. B.* his, &c. ——— and either *mean Time*  
of them, do and shall, until such Conveyance and *the Obligees*  
Assurance be made and executed as aforesaid, *to receive*  
*permit the Profits.*



*For Performances.*

permit and suffer the said *C. D.* his Heirs and Assigns, peaceably and quietly to have, receive, and take to his or their own proper Use and Uses, the Rents, Issues and Profits of all and singular the Premises, and of every Part and Parcel thereof, without any Manner of Let, Suit, Trouble, Disturbance, Hindrance or Denial of the said *A. B.* his, &c. ——— or any of them, or of any other Person or Persons whatsoever, by his or their, or any of their Means, Right, Title or Procurement; Then, &c. ——— or else, &c. ———

*To execute an Assignment.*

——— (*As in the last to the Words, Date above-written*) seal and execute a good and sufficient Assignment in the Law, of all such Estate and Interest, as he the said *E. M.* now hath in the *Lands and Tenements of* ——— in ——— unto the above named *C. D.* his Heirs or Assigns, or to such other Person or Persons as the said *C. D.* shall nominate and appoint, and to such Uses as he shall direct; Then, &c. or else, &c.

*To seal and deliver the Counter-part of a Deed.*

——— Seal and subscribe the Counter-part of one Deed indented, bearing Date the ——— made between the above named *C. D.* of the one Part, and the said *A. B.* of the other Part; and the same so sealed and subscribed, do, in the Presence of two or more credible Witnesses, deliver as his proper Act and Deed, to the only Use and Behoof of the said *C. D.* Then, &c. ——— or else, &c.

### *Condition to perform Covenants.*

**T**HE Condition of this Obligation is such, That if the above bounden *A. B.* his Heirs, Executors and Administrators, and every of them, do and shall, in all Things, well and truly observe, perform, fulfil, accomplish, pay and keep all

all and singular the Covenants, Grants, Articles, *For Per-*  
 Clauses, Provisoos, Payments, Conditions and *formances.*  
 Agreements whatsoever, which on the Part and  
 Behalf of the said *A. B.* his Heirs, Executors  
 and Administrators, are or ought to be observed,  
 performed, fulfilled, accomplished, paid and kept,  
 comprised or mentioned in certain Indentures *tri-*  
*partite*, bearing even Date with the above-written  
 Obligation made, or mentioned to be made between  
 the said *A. B.* of the first Part, *C. D.* of——of the  
 second Part, and the above-named *E. F.* of the  
 third Part, according to the Purport, true Intent  
 and Meaning of the same Indentures; Then, &c.  
 ——or else, &c.——

*Condition to marry a Woman, or in De-*  
*fault thereof to pay a Sum of Money.*

**T**HE Condition of this Obligation is such,  
 That if the above bounden *A. B.* do, on  
 or before the——according to the Rites and Ce-  
 remonies of the Church of *England*, espouse and  
 marry *E. D.* Daughter of the said *C. D.* if the  
 said *E. D.* will thereunto assent, and the Laws of  
 the Realm permit the same; or if it shall happen  
 that the said *A. B.* shall not marry and take to  
 Wife the said *E. D.* as aforesaid, if then he the  
 said *A. B.* do and shall well and truly pay, or  
 cause to be paid unto the said *E. D.* her Executors,  
 Administrators or Assigns, the Sum of——of law-  
 ful Money of *Great Britain*, on the——next  
 ensuing the said——Day of——abovementioned,  
 and limited for the said Marriage; Then, &c.  
 ——or else, &c.——

*For Performances.*

*Condition to Trustees, in Consideration of a Marriage and Marriage Portion, to leave the Wife and her Issue a competent Fortune.*

**T**HE Condition of this Obligation is such, That whereas a Marriage is intended to be shortly had and solemnized between the above-bound *A. B.* and *C. D.* Spinster, Daughter of *F. D.* of——— with whom the said *A. B.* is to receive, as a Marriage Portion, the Sum of———*l.* to be applied in Manner hereafter mentioned: **I**f therefore the said Marriage shall take Effect, and the said *A. B.* shall die in the Life-time of the said *C. D.* then, if the Heirs, Executors or Administrators of him the said *A. B.* do and shall, within six Months after his Death, pay or cause to be paid into the Hands of the above named *A. W. E. E.* and *J. R.* the Sum of——— to be by them applied upon the Trusts and for the Ends and Purposes following; (*that is to say*) that the said Trustees, and the Survivors and Survivor of them shall pay———*l.* Parcel of the said———*l.* to the said *C.* for her sole Use and Benefit; and in Case the said *A. B.* shall leave any Child or Children of his Body on the Body of the said *C.* begotten, which shall live to be married, or attain the Age of twenty-one Years, the said Trustees shall pay———*l.* Residue of the said———*l.* to such Child or Children equally among them, Share and Share alike, as and when they shall severally be married, or attain the Age of twenty-one Years respectively, and the Interest thereof in the mean Time to be applied for their Maintenance: And in Case the said *A. B.* shall leave no Issue of his Body on the Body of the said *C.* begotten, or leaving Issue, and such Issue shall all happen to die before their Marriage, or Age of  
twenty-

twenty-one Years, then the said last mentioned *For Per-*  
 ———. *l.* shall be likewise paid to the said *C.* her *formances.*  
 Executors and Administrators ; Then, *&c.* ———  
 or else, *&c.* ———

*Condition that a Church-warden shall ac-*  
*count.*

**T**HE Condition of this Obligation is such,  
 That whereas the above named *A. B.* Rec-  
 tor, with the other Parishioners of the Parish of  
 ——— have before the Date of the above written  
 Obligation, elected and chosen the above bound  
*C. D.* to be Church-warden of the said Parish  
 for the Year now next ensuing, to receive and  
 pay all such Sum and Sums of Money, and do  
 and perform all other Things as shall any ways  
 concern the said Church of ——— or belong-  
 ing to the Office of a Church-warden there: *If*  
 therefore the said *C. D.* do and shall, at all  
 Times during his Continuance in the said Office  
 of Church-warden, keep a just, true and perfect  
 Account in Writing, of the Receipts and Pay-  
 ments of all Sums of Money, and other Things  
 whatsoever, as shall come to his Hands, Charge  
 or Custody, in Right of the said Church or of  
 the Poor of the said Parish ; and also if the  
 said *C. D.* his, *&c.* ——— do, at the End of  
 the said Year now next ensuing, make and de-  
 liver to the said *A. B.* and others the Parishioners  
 of the said Parish of ——— or such Persons as they  
 shall appoint, a true, just and perfect Account  
 of the Receipts and Payments of all such Sums of  
 Money and other Things as shall come to his  
 Hands as aforesaid ; and upon such Account made  
 and delivered up, do well and truly pay and de-  
 liver unto such Person or Persons as shall be ap-  
 pointed in that Behalf, all such Sum and Sums of  
 Money, and other Things whatsoever, as then  
 shall remain in his Hands on the Ballance of the  
 said



For Per-  
formances.

faid Account, and be in his Charge and Custody in the Right of the said Church at the Time of such Account made ; Then, &c. — or else, &c. —

*A Condition that a Rent-Gatherer shall render a just Account.*

**W** Hereas the above-named *R. H.* Esq; has retained and employed the above bound *R. R.* to be Receiver of the Rents, Issues and Profits of all and singular his the said *R. H.*'s Mesuages, Lands and Tenements, situate, lying and being in ——— Now the Condition of this Obligation is such, that if the above bounden *R. R.* his Heirs, Executors, or Administrators, shall and do from Time to Time, and at all Times hereafter, as often as he or she shall be thereunto requested by the said *R. H.* his Heirs, Executors, Administrators or Assigns, well and truly pay, or cause to be paid, unto the said *R. H.* his Heirs, Executors, Administrators, or Assigns, all such Sum or Sums of Money, as he the said *R. R.* shall have had or received of the said Rents, Issues and Profits, and to render to the said *R. H.* and his Heirs, Executors, Administrators, or Assigns, a true, just and perfect Account of all and every Sum and Sums of Money, that shall be by him had, received, paid, laid out or disbursed of, from, for, or on Account of the said Lands and Tenements, or the Rents, Issues and Profits thereof, or of, for or on Account of the said *R. H.* his Heirs, Executors, Administrators or Assigns, and also well, justly, truly and honestly, in every Respect behave himself in the said Office or Employment of Receiver of the aforesaid Rents, Issues and Profits ; Then this Obligation to be void, or else to be and remain in full Force and Virtue.

*A Condition for finding Apparel for an Apprentice. For Performances.*

**W** Hereas J. R. Son of the above bound E. R. by his Indenture, bearing Date—— hath bound himself Apprentice to the above named H. S. to serve and dwell with him from the Day of the Date of the said Indenture unto the full End and Term of seven Years from thence next ensuing and fully to be compleat and ended, as by the said Indenture more fully appears: **And** whereas it is agreed by and between the said E. R. and H. S. that the said E. R. his Executors or Administrators, or some of them, shall and will from Time to Time and at all Times during the said Term of seven Years, find and provide to and for the said J. R. good and sufficient and necessary Raiment and Apparel, as Coats, Waistcoats, Breeches, Shoes, Stockings, Shirts and Hats, and all Things needful and necessary for an Apprentice: **Now** the Condition of this Obligation is such, That if the above bounden E. R. his Executors and Administrators, shall and do from Time to Time, as often as need or Occasion shall be or require, find and provide for the said J. R. during all the aforesaid Term of seven Years, such sufficient Raiment and Apparel as aforesaid, or in lieu or stead thereof shall pay, or cause to be paid unto the said H. S. the Sum of——yearly and every Year, during the said Term of seven Years, for and towards the said H. S.'s finding and providing the said Raiment and Apparel; Then this Obligation to be void and of no Effect, otherwise to remain in full Force and Virtue.

*For Per-  
formances.*

*A Condition to procure an Apprentice's  
Freedom.*

**T**HE Condition of this Obligation is such,  
That if the above bound *A. B.* his Executors,  
Administrators or Assigns, do and shall, within one  
Year next after the End of the Apprenticeship of  
*C. D.* upon the Request of him or them made by  
the above named *E. D.* cause and procure the said  
*C. D.* to be lawfully, and according to the Custom  
of the City of *London*, admitted into the Freedom  
of the said City, in the Company of——so as the  
said *C. D.* shall not be hindred thereof by Reason of  
any Act or Thing to be hereafter done by him the  
said *A. B.* Then, &c. or else, &c.

*A Condition to keep a Person during Life.*

**T**HE Condition of this Obligation is such,  
That whereas the above bound *A. B.* for  
and in Consideration of a Competent Sum of Mo-  
ney to him in Hand paid by the above named  
*C. D.* hath agreed and undertaken to keep and  
maintain the said *C. D.* during his Life: It  
therefore the said *A. B.* his Executors or Admini-  
strators shall from Time to Time and at all  
Times hereafter during the natural Life of the  
said *C. D.* well and sufficiently maintain and keep,  
or cause to be well and sufficiently maintained and  
kept, the said *C. D.* in the House of him the said  
*A. B.* with Meat, Drink, Clothes, and all other  
Things necessary and convenient; Then, &c.  
——or else, &c.

## Bonds.

III

*The Condition of a Bond from the Petition- For Indem-  
ning Creditors of an intended Bankrupt to  
the Lord Chancellor in order to issue forth  
a Commission of Bankruptcy.*

*Vide Obligation ante.*

**T**HE Condition of this Obligation is such,  
That if the above bounden *A. B.* and *C. D.*  
shall prove, as well before the major Part of the  
Commissioners to be appointed in a Commission of  
Bankruptcy against *E. F.* of, &c. as upon a Trial  
at Law in Case the issuing forth of the said Com-  
mission shall be contested and tried, that the said  
*E. F.* is indebted unto the said Obligors in the Sum  
of 710 *l.* and upwards, and is become a Bankrupt  
within some or one of the Statutes in Force con-  
cerning Bankrupts: And the said *A. B.* and *C. D.*  
shall cause the said Commission to be executed ac-  
cording to the Direction of an Act of Parliament  
made in the fifth Year of the Reign of his present  
Majesty King *George* the Second, intituled, *An Act  
to prevent the committing of Frauds by Bankrupts*;  
Then this Obligation to be void, or else to remain  
in full Force and Virtue.

### *Conditions of Counter-Bonds.*

*To one bound for the Obligor in a Bond for  
Payment of Money.*

**W**HEREAS the above named *A. B.* at the spe-  
cial Instance and Request of the above boun-  
den *C. D.* together with him the said *C. D.* is in  
and by one Obligation, bearing equal Date with  
the above written Obligation, held and firmly bound  
unto *E. F.* of ———— Gent. in the penal Sum of  
——— *l.* of lawful Money of Great Britain, condi-  
oned



*For Indemnity.* oned for the Payment of the Sum of ——— with Interest for the same, after the Rate of 5 *l. per Cent. per Ann.* on the ——— Day of ——— next ensuing the Date of the said recited Obligation, as in and by the said recited Obligation and Condition thereof may more fully appear: **Now the Condition** of this Obligation is such, That if the said *C. D.* his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid, unto the said *E. F.* his Executors, Administrators or Assigns, the said Sum of ——— with Interest for the same after the Rate of 5 *l. per Cent. per Ann.* on the ——— Day of ——— next ensuing the Date of the said recited Obligation, according to the true Intent and Meaning thereof, and in full Discharge and Satisfaction of the said recited Obligation; and if he the said *C. D.* his Heirs, Executors or Administrators, shall also from Time to Time and at all Times hereafter save harmless and indemnify him the said *E. F.* his Executors and Administrators, and his or their Goods and Chattels, of and from all Damages, Sums of Money, and Costs and Charges, which he, they, or any of them, shall or may at any Time hereafter be put unto by reason of the said *A. B.*'s being bound with the said *C. D.* *for the Payment of the Sum of Money and Interest* aforesaid; Then, &c. ——— or else, &c.

*To one bound for the Obligor in a Bond to indemnify the Parish from a Bastard.*

**W**hereas the said *A. B.* and *C. D.* at the special Instance and Request of the above bounden *E. F.* by their Bond or Obligation, bearing Date, &c. became bound to the Church Wardens and Overseers of the Poor of the Parish of ——— in the County of ——— by their Names and Additions therein mentioned, in the Penalty of

## Bonds.

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of 100 l. upon Condition that, &c. (*recite the Con- For Indem-*  
*dition*): **Now** the **Condition** of this Obligation *nity.*  
 is such, That if the above bounden *E. F.* his  
 Heirs, Executors and Administrators, or some of  
 them, do and shall from Time to Time and at  
 all Times hereafter well and sufficiently save and  
 keep harmless and indemnified the said *A. B.* and  
*C. D.* their Heirs, Executors and Administrators,  
 and their and every of their Lands, Tenements,  
 Goods and Chattels of and from the said Bond or  
 Obligation, and all Sums of Money therein and in  
 the Condition thereof mentioned, and thereupon  
 due or to grow due or payable, and of and from all  
 Actions, Suits, Costs, Charges, Payments, Da-  
 mages and Demands, which either or any of them  
 shall or may pay, sustain or be put unto for or by  
 reason thereof, or in any wise howsoever, and shall  
 and will well and truly pay the same unto the said  
*A. B.* and *C. D.* their or one of their Heirs, Exe-  
 cutors or Administrators; Then this Obligation to  
 be void, &c.

*To one bound for the Obligor in a Bail-  
 Bond.*

——— Bound unto *J. K. Esq;* Sheriff of the  
 County of ——— in the penal Sum of ——— con-  
 ditioned for the Appearance of the said *A. B.*  
 before ——— at *Westminster* on ——— next to an-  
 swer *C. D.* in a Plea of ——— as in and by the  
 said recited Obligation and Condition thereof may  
 more fully appear; **Now**, &c. ——— that if the  
 above bound *A. B.* shall appear according to the  
 Condition of the said Bond to the Sheriff, and  
 as the Law in such Case requires; and if, &c.  
 by reason of his the said *E. F.*'s being bound for the  
 Appearance of the said *A. B.* as aforesaid; Then,  
 &c. ——— or else, &c. ———

*For Indemnity. A Condition to save harmless, for paying Rent, where the Title is in Question.*

**T**HE Condition, &c. That whereas there is a Suit depending between the above bound R. C. and others, touching the Right and Interest in the now Dwelling-house of the above named J. F. situate, &c. And whereas the said J. F. hath agreed to pay the Rent of the said House to the said R. C. which is to pay———l. yearly, as the same shall grow due: **I**f therefore the said R. C. his, &c. do and shall well and truly pay, or cause to be paid, unto the said J. F. his Executors, Administrators or Assigns, all such Rent, Sum and Sums of Money, Charges and Damage whatsoever, as shall by due Proceedings in Law be adjudged or decreed against him the said J. F. his, &c. and all other Costs and Damages whatsoever, which he the said J. F. shall sustain or be at by reason of any Action, Suit or Forfeiture whatsoever, which shall or may happen or be to the said J. F. his Executors, Administrators or Assigns, by Reason of paying the said Rent, or any Part thereof, to the said R. C. his Executors, Administrators or Assigns; That then, &c.

*Condition to discharge a Parish of a Bastard Child, given to the Church-wardens and Overseers of the Poor.*

**W**hereas M. F. of, &c. in the County of D. Spinster, before one of his Majesty's Justices of the Peace for the said County of D. hath sworn that she is great with Child, and that the above named R. R. is the Father of such Child or Children she now goeth with: **N**ow the Condition of this Obligation is such, that if the above bound B. R. and the said E. F. and G. H. or either or any of them, their or either, or any

of their Heirs, Executors or Administrators, do *For Indem-*  
 and shall from Time to Time and at all Times *nity.*  
 hereafter, fully and clearly acquit, exonerate and  
 discharge, or otherwise well and sufficiently save  
 and keep harmless, and indemnify as well the  
 above named *W. D.* and *J. S.* Churchwardens and  
 Overseers of the Poor of the Parish of *L.* aforesaid,  
 and their Successors for the Time being, and every  
 of them, as also all the Inhabitants and Parishioners  
 of the said Parish of *L.* which now are, or here-  
 after shall be, for the Time being, and every of  
 them, of and from all and all manner of Expences,  
 Damages, Costs and Charges whatsoever, which  
 shall or may in any Manner at any Time hereafter  
 arise, happen, come, grow, or be imposed upon  
 them, or either, or any of them, for, or by Rea-  
 son, or Means of the said *M. F.*'s being now great  
 with Child, as aforesaid, or for, or by Reason, or  
 Means of the Birth, Maintenance, Education and  
 bringing up of such Child or Children, that the  
 said *M. F.* now goeth with, and shall be delivered  
 of, and of and from all Actions, Suits, Troubles,  
 Charges, Damages and Demands whatsoever, touch-  
 ing and concerning the same; Then, *£c.*——  
 or else, *£c.*——

## *A Condition for the Truth of an Ap- prentice.*

**W**hereas *A. B.* Son of the above bound *C. D.*  
 by his Indenture of Apprenticeship, bear-  
 ing even Date with the above written Obligation,  
 hath bound himself Apprentice to the above named  
*E. F.* with him to dwell and abide from ———  
 unto the End and Term of seven Years from thence  
 next ensuing, and fully to be complete and ended,  
 as by the said Indenture may more fully appear:  
 Now the Condition of this Obligation is such,\*  
 That if the said *A. B.* the Apprentice, do or shall,  
 at



*For Indemnity.* at any Time or Times hereafter, during the said Term of seven Years, imbezil, consume, spend or make away, or otherwise deliver or lend upon Trust, without ready Money, to any Person or Persons whatsoever, without the Consent of the said *E. F.* his Master, any of the Goods, Wares, Monies or Merchandizes of the said *E. F.* his Executors or Assigns; and that if the above bounden *C. D.* his Executors or Administrators, or any of them, do and shall, within *one Month* next after Request made, and Notice thereof given from Time to Time, during the said Term, well and truly pay, or cause to be paid, to the said *E. F.* his Executors, Administrators or Assigns, the full Sum and Value of all such Goods, Wares, Money, or Merchandizes, as by just and true Proofs shall appear to the said *A. B.* to have spent, imbeziled, wasted, consumed, or lent without Consent, as aforesaid, to the Prejudice of the said *E. F.* his Executors, Administrators or Assigns; Then, &c. ————— or else, &c. —————

*And if you would have it for the Service of the Apprentice of the whole Time, as well as for his Truth, say at the above Star,*

\* That if the said *A. B.* shall well and truly serve and dwell with the said *E. T.* after the Manner of an Apprentice, during all the said Term of seven Years, according to the true Intent and Meaning of the said Indentures; And if, &c.

### *Condition of Bonds.*

#### *Of Arbitration (common).*

**T**HE Condition, &c. That if the above bounden *A. B.* his Heirs, Executors and Administrators

Administrators, and every of them, do and shall for *Arbitra-*  
his and their Parts and Behalvs, in and by all Things *tion.*

well and truly stand to, obey, abide, observe, per-  
form, fulfil and keep the Award, Order, Arbitra-  
ment, final End and Determination of ———

(and you may say, or any two of them) Arbitrators  
indifferently chosen and elected, and named, as  
well by and on the Part and Behalf of the said A.  
as by and on the Part and Behalf of the above  
named C. to arbitrate, award, order, judge, de-  
termine and agree for, upon, touching and con-  
cerning all and all Manner of Action and Actions,  
Cause and Causes of Action, Suits, Bills, Bonds,  
Specialties, Covenants, Contracts, Promisses, Ac-  
counts, Reckonings, Sums of Money, Judgments,  
Executions, Extents, Quarrels, Controversies, Tres-  
passes, Damages and Demands whatsoever, both in  
Law and Equity, at any Time heretofore had,  
moved, brought, commenced, sued, prosecuted,  
done, suffered, committed or depending by or be-  
tween the said Parties, so as the Award of the said  
Arbitrators, (or any two of them) be made and set  
down in Writing indented under their (or any two  
of their) Hands and Seals, ready to be delivered to  
the said Parties in Difference, on or before, &c.

———Then, &c.———

*To be added (before the Words Then, &c.) if to be  
an Umpire.*

And if the said Arbitrators shall not make such *Umpire*  
their Award of and concerning the Premisses with- *chose by*  
in the Time limited, as aforesaid, then if the *Parties, or*  
said A. his Heirs, Executors and Administrators, *by the Ar-*  
and every of them, for his and their Parts and Be- *bitrators.*  
half, do and shall well and truly stand to, observe,  
perform, fulfil and keep the Award, Determina-  
tion and Umpirage (if the Umpire be named) of G.  
being a Person indifferently named and chosen be-  
tween the said Parties for Umpire, (if not named)

*Arbitra-  
tion.*

of such a Person as the said Arbitrators shall indifferently choose (*for Umpire*) in and concerning the Premisses, so as the said Umpire do make and set down his Award and Umpirage in Writing indented under his Hand and Seal, ready to be delivered to the said Parties in Difference, on or before the—Then, &c.

*To be added (after the Words Then, &c.) when to be made a Rule of Court.*

And it is hereby agreed by and between the said Parties, that these Presents, and the Submission hereby made of the said Matters in Controversy, shall be made a Rule of his Majesty's Court of—to the End the said Parties in Difference shall be finally concluded by the said Arbitration, by these Presents intended, pursuant to the Statute in that Case provided.

*But if the Condition be special, say,*

Whereas Differences have arisen and are depending between the above bound *A. B.* and the above named *C. D.* concerning——(*here particularly mention what the Difference is about (which (Accounts and all) Differences (and Demands concerning the same) the said Parties have agreed to refer to the Award, Judgment and Determination of——Arbitrators indifferently chosen by and between the said Parties to award, arbitrate, judge and determine concerning the same; (and if to be an Umpire say) And if they do not make the Award within the Time here under limited, then to the Umpirage of such a Person as the said Arbitrators shall indifferently choose for Umpire, as here under is mentioned (or the Umpire may be named as before): Now therefore the Condition of this Obligation is such, That if the said A. B. his Executors and Administrators, for his and their Parts and*

*Behalfs,*

Behalfe, shall and do in and by all Things well *For Ap-*  
and truly stand to, observe, perform, fulfil and *pearance.*  
keep the Award, Arbitration, Judgment, final  
End and Determination, which — Arbitrators,  
as aforesaid, shall make and give up in Writing,  
Ec. — (*as before to the Time fixed on, and*  
*then say*) in and concerning the before-mentioned  
(Accounts) and Matters in Difference, and all or  
any Actions, Suits and Causes of Suits, Debts,  
Dues, Damages, Claims and Demands whatso-  
ever concerning the same: And if the said Ar-  
bitrators shall not, Ec. — (*as before*) Then,  
Ec. —

*Condition of a Bail-Bond in E. R.*

*Vide ante* for the Obligation.

**T**HE Condition of this Obligation is such,  
That if the above bounden *A. B.* do appear  
before our Sovereign Lord the King at *Westminster*,  
on — next after — — (*as in the Writ or War-*  
*rant*) to answer to *E. F.* of a Plea of Trespass;  
and also to a Bill of the said *E.* against the said *A.*  
to be exhibited according to the Custom of the Court  
of the said Lord the King before the King him-  
self, for — *l.* (*or as the Case is*) then this Oblig-  
ation to be void, and of no Effect, otherwise to  
remain in full Force and Virtue.

*The like in C. B.*

— Do appear before the Justices of our Sove-  
reign Lord the King at *Westminster* on the *Octave*  
of Saint *Hillary* to answer *E. F.* of a Plea of Tres-  
pass; and also to answer the said *E.* according to  
the Custom of the Court of the said Lord the  
King of Common Bench, of a Plea of Debt up-  
on



*For Per-* on Demand for ——— (as in the Writ); Then,  
*mittances.* &c. ———

See Title **Assignments** for the Assignment of a  
Bail-Bond.

*Condition that the Obligor shall suffer his  
Wife to make a Will.*

**W**hereas a Marriage is intended to be shortly had and solemnized between the above bound *L. R.* and one *M. W.* Now the Condition of this Obligation is such, That if after the said intended Marriage had and solemnized between the said *R. L.* and *M. W.* the said *L. R.* shall and do quietly permit and suffer the said *M. W.* in due Form of Law, to sign, seal, publish and declare her last Will and Testament in Writing, and in and by the same to give, will and bequeath, or otherwise dispose of at her free Will and Pleasure, unto and amongst her Kindred, and Friends and Acquaintance, or any of them, as to her shall seem meet and convenient, the Sum of ——— of lawful Money; and further, in Case of the said *L. R.*'s surviving the said *M. W.* if the said *L. R.* his Heirs, Executors of Administrators, or any of them, upon reasonable Request to him or them in that Behalf to be made, by any such Person or Persons, to whom the said *M. W.* shall give, will and bequeath any such Sum or Sums of Money not exceeding in the Whole the said Sum of ——— or the Value thereof, shall well and truly pay, or cause to be paid, all and every such Sum and Sums of Money so to be given, willed or bequeathed as aforesaid, by the said *M. W.* in such Manner as shall be by her appointed; Then this Obligation to be void, or else to be and remain in full Force and Virtue.

Note; *The Obligation must be from the intended  
Husband-to a Friend of the intended Wife.*

Defeasances.

*On giving a Bond and Warrant to confess Judgment.*

**T**HIS Indenture made the ——— between *Recital of*  
 A. B. of ——— of the one Part, and  
 C. D. of ——— of the other Part: *a Bond.* Whereas the  
 said C. D. by Obligation under his Hand and  
 Seal, bearing Date with these Presents, became  
 and stands bound unto the said A. B. in the penal  
 Sum of ——— conditioned for the Payment of ———  
 with lawful Interest for the same, in Manner,  
 and on the several Days as therein is particu-  
 larly mentioned: *Of War-* And whereas the said C. hath  
 by a Warrant of Attorney under his Hand and *rant of*  
 Seal, bearing also Date with these Presents, au- *Attorney.*  
 thorized (E. F. and G. H. Gent. Attornies of his  
 Majesty's Court of ——— at *Westminster*, or either of  
 them, or any other Attorney of the said Court to  
 appear for him as of ——— Term last, next ———  
 Term, or any other subsequent Term, and receive  
 a Declaration in an Action of Debt, on the above  
 Bond, and thereupon to confess the same Action, or  
 else to suffer Judgment thereon to pass against him,  
 to be entered on Record for the said Debt, with  
 Costs of Suit, as by the said recited Obligation and  
 Warrant of Attorney, Relation being thereunto had,  
 may more fully appear: **N**ow this Indenture  
 witnesseth, That it is hereby declared and agreed  
 by and between the said C. and A. that the said  
 recited Warrant of Attorney is given for the better  
 securing the Payments of the said ——— with In-  
 terest, at the Time in the said Bond mentioned:  
 And therefore the said A. doth hereby covenant,  
 promise and agree to and with the said C. his Exe-  
 cutors and Administrators, that unless Default shall  
 be made in the Payment of the said Sum of ———

## Covenants.

or any Part thereof, contrary to the Limitation of the Condition of the said Obligation, he the said *A.* his Executors or Administrators, will not sue out any Writ of Execution upon the said Warrant of Attorney; and that upon Payment of the said Sum of——— and Interest, according to the Condition aforesaid, he the said *A.* his Executors and Administrators, shall and will at the Request and Charges of the said *C.* cause Satisfaction to be acknowledged upon Record, of and for the said Judgment. In Witness, &c.

## Covenants.

To levy a  
Fine.

**A**ND the said *J. K.* the Elder, and *J. K.* the Younger, do for themselves severally, and for the several Heirs, Executors and Administrators, and for every of them, covenant and grant to and with the said *E. R.* his Heirs, Executors and Administrators, and to and with every of them by these Presents, that they the said *J. K.* the Elder, and *J. K.* the Younger, and the said *J. M.* shall and will, before the——— next ensuing the Date hereof, before the Justices of the Court of Common Pleas at Westminster, in due Form of Law, levy to the said *E. R.* and his Heirs, one Fine *sur Cognizance de droit come ceo, &c.* with Proclamations according to the Form of the Statute in such Case made and provided, of all and singular the Mesuage, Lands, Tenements, Hereditaments and Premises aforesaid, by such apt Names, Quantities and Qualities, and Number of Acres, and in such Sort, Manner and Form as by the said *E. R.* his Heirs or Assigns, or by his or their Counsel learned in the Law shall be reasonably devised, or advised and required.

Bargainor  
lawfully  
seised, &c.

**And** the said *J. K.* the Elder, for himself his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with

## Covenants.

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with the said E. R. his Heirs and Assigns, and to and with every of them, by these Presents, in Manner and Form following (*that is to say*) that the said J. K. the Elder now is true and lawful Owner of the said Mesuage, Farm, Lands, Tenements and Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be hereby granted, and of every Part or Parcel thereof, with their and every of their Appurtenances, and is rightfully and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Trust, Contingent, Covenant, Provision, or Limitation of Use or Uses, or other Restraining Matter or Thing whatsoever, to alter, change, charge, determine, incumber, defeat or evict the same.

And that he shall and will continue to be seised thereof, and of every Part and Parcel thereof, until a good, perfect and absolute Estate in Fee-simple shall be thereof vested in him the said E. R. and his Heirs, according to the true Intent and Meaning of these Presents.

*and shall continue seised till an absolute Estate be vested in Bargainee. That a Lease assigned is good.*

—doth covenant and agree to and with the said R. C. his, &c. That notwithstanding any Act or Thing by the said J. F. done to the contrary, the said recited Indenture of Lease is a good, true, perfect and indefeasible Lease in the Law at the Time of the Ensealing and Delivery of these Presents, and so shall stand, remain, continue, and be unto the said R. C. his Executors, Administrators and Assigns, for and during the Remainder of the Term of Years thereby granted, under the Rents and Covenants therein mentioned and contained.

And That the said J. K. now hath good Right, lawful and absolute Power and Authority in himself, to grant, alien and convey all and singular the said Mesuages, Lands, Tenements, Hereditaments

*That Bargainer hath Power to convey.*



## Covenants.

ments and Premises hereby granted or mentioned, or intended to be hereby granted as aforesaid, and every Part and Parcel thereof, with the Appurtenances, unto the said *E. R.* his Heirs and Assigns, to the only Use of him the said *E. R.* his Heirs and Assigns, in Manner and Form aforesaid.

*For peace-  
able En-  
joyment.*

And that the said *E. R.* his Heirs and Assigns, and every of them shall, or lawfully may, from Time to Time, and at all and every Time and Times hereafter, have, hold, occupy, use, possess and enjoy all and singular the said Mesuage, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, and every Part and Parcel thereof, with all and singular their and every of their Appurtenances, and all and every of the Rents, Issues and Profits, and Commodities thereof arising, accruing and growing, to have, receive and take, without any Manner of Let, Suit, Trouble, Vexation, Eviction, Disturbance, or other Hindrance or Molestation whatsoever, of or by the said *J. K.* the Elder, his Heirs or Assigns or any other Person or Persons whatsoever, lawfully claiming or to claim the said Mesuage, Lands and Premises, or any Part or Parcel thereof (except as herein after is excepted).

*Covenant  
for peace-  
able re-  
ceiving,  
&c. the  
Annuity.*

And the said *E. M.* for himself, his Heirs, &c. and every of them, doth covenant, grant, and agree to and with the said *J. A.* his, &c. and every of them, that he the said *J. A.* and his Assigns, shall and may from Time to Time, and at all Times during the Term hereby granted as aforesaid, peaceably and quietly have, hold, perceive, receive, and take the said Annuity, yearly Sum, or annual Rent of 40 *l.* in Manner and Form aforesaid, according to the Tenor, true Intent and Meaning of these Presents, without any Let, Suit, Trouble, Disturbance, Molestation, Discharge, Hindrance, Forfeiture, Interruption, or other Incumbrance, of or by the said *E. M.* or of or by any other

other Person or Persons whatsoever, lawfully claiming the same by, from or under him the said *E. M.* in any Manner whatsoever.

And that the said *J. F.* his Executors and Administrators, shall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper Use and Behoof, all such Benefit, Sum and Sums of Money, Lands and Tenements, which by Virtue of the said Judgment, or of any Execution or Proceedings thereon, shall be recovered, obtained or gotten, without the Let, Suit, Trouble, Eviction or Disturbance of me the said *F. J.* my Executors or Administrators, and without any Account to me by them, or any of them, therefore to be made or given.

*Covenant for peaceable Enjoyment, and receiving Money, &c. on Assignment of a Judgment.*

And also that the said *R. C.* his Executors, &c. paying the Rent reserved, and performing the Covenants, Conditions and Agreements in the above recited Lease contained, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said ———— for and during the Residue of the Term aforesaid, without the Let, Suit, Trouble or Interruption of him the said *J. F.* his, &c. or of any other Person or Persons, lawfully claiming or to claim any Right or Interest in the Premises by, from or under him, them or any of them.

*For peaceable Enjoyment during a Term of Years.*

And that the said Mesuage, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned or intended to be hereby granted, as aforesaid, and every Part and Parcel thereof, with all and singular their and every of their Appurtenances now are and be, and from henceforth for ever hereafter shall continue, remain and be, unto the said *E. R.* his Heirs and Assigns, free and clear, and freely and clearly, and absolutely freed and acquitted, exonerated and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Jointures, Dowers, Intails

*Free from Incumbrances.*

Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Post-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Statutes-Merchant, and of the Staple, and all Debts of Record, Extents, Liberates, Seizures, Charges, Titles, Troubles, Forfeitures, Annuities and Incumbrances whatsoever, had, made, committed, done, acknowledged or suffered, or caused to be had, &c. by the said J. K. the Elder, or by any other Person or Persons whatsoever, (one Lease of the Premises heretofore granted by the late King Charles II. to J. T. and T. L. their Executors and Assigns, for the Term of forty Years, beginning, &c. now in Being, and upon which is reserved the yearly Rent of— which said Rent from henceforth during the Residue of the said Term, shall be payable to the said E. R. his Heirs and Assigns; as also the Fee-Farm Rent of— reserved by the said Letters Patent, and yearly to be paid to the said late King, his Heirs and Successors, for the said Premises for ever, only excepted and foreprized)

*That a Mortgage is not incumbered, nor a Bond discharged.*

And I the said S. C. do hereby for myself, my Heirs, Executors and Administrators, covenant, promise and agree to and with the said T. B. his Executors, Administrators and Assigns, that I the said S. C. have not done, committed, or willingly suffered any Act, Matter or Thing, whereby the within Indenture and Mortgage, and the Lands and Premises thereby demised and mortgaged, or any Part thereof, is, are, shall and may be released, forfeited, burdened, charged, or incumbered in Title, Charge, Estate, or otherwise howsoever, and that I have not released or discharged the said recited Bond and Condition, or received any Sum or Sums of Money thereby secured.

*Covenant that an Annuity is free from all Incumbrances.*

And that the said Annuity, yearly Sum or annual Rent, shall at all Times from and after making hereof, during the Term and Time hereby granted as aforesaid, be, remain and continue unto the said J. A. and his Assigns, free and clear, and freely

freely and clearly acquitted, exonerated, discharged, or otherwise, at and upon reasonable Request, well and sufficiently saved and kept harmless, and indemnified by the said *E. M.* his, &c. or some of them, of, for, from and concerning all and every other and former Bargains, Sales, Gifts, Grants, Assignments, Mortgages, Recognizances, Statutes, Judgments, Executions, Releases, Discharges, Acquittances, Forfeitures and Incumbrances whatsoever, heretofore made, granted, concluded or done by him the said *E. M.* or by any other Person or Persons whatsoever, lawfully claiming by, from or under the said *E. M.* in any Manner whatsoever.

And the said *J. K.* the Elder, for himself, his Heirs, Executors and Administrators, and every of them, doth covenant and grant to and with the said *E. R.* his Heirs and Assigns, and to and with every of them, by these Presents, that he the said *J. K.* the Elder, his Heirs and Assigns, and *J. K.* the Younger, and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any Time or Times, hereafter have, or lawfully claim any Estate, Right, Title, or Interest of, in or to the said Premises hereby granted, or mentioned to be granted, or of, or in, or to any Part or Parcel thereof, shall and will, from Time to Time and at all Times hereafter, at and upon the reasonable Request, and at the Costs and Charges in the Law of the said *E. R.* his Heirs and Assigns, or some of them, make, do, levy, execute, acknowledge and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every such further and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the better and more perfect Assurance, Surety, and Sure-making and Conveying, Settling, Establishing or Confirmation of the said Mesuage, Farm, Land or Lands,

*For further Assurance.*



## Covenants.

Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, or any of them, and of every or any Part or Parcel thereof, with all and singular their and every of their Appurtenances unto the said *E. R.* his Heirs and Assigns, according to the true Intent and Meaning of these Presents (be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, indentured or poll, inrolled or not inrolled) the Inrolment of this present Indenture, Common Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, and by all and every of the said Ways and Means, or any other Ways or Means in the Law whatsoever, as by the said *E. R.* his Heirs or Assigns, or any of them, or by his, their or any of their Counsel learned in the Law shall be reasonably devised, or advised and required; so as the said further Assurance to be made, or any of them, do not, nor shall not contain any further Assurance or Warrant than for enjoying them only against the Parties thereunto, and their respective Heirs, and touching Acts and Deeds done and suffered by them, or any of them; and so as for the acknowledging and executing of such further Conveyances and Assurances, or any of them, the Persons that shall be required to make or execute the same, be not compelled nor compellable, for the doing thereof to travel further, or elsewhere than to the City of *L.* or *W.* or one of them.

*Covenant  
for further  
Assurance  
upon assign-  
ing several  
Bonds.*

And also, that they the said *J. D.* and *S. G.* their Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, upon every reasonable Request, well and truly do and execute all and every such further lawful and reasonable Act and Acts, Thing and Things for Confirmation of these Presents; and for the further, better and more perfect authorizing and empowering the said *O. W.* his Executors and Administrators, to receive, have and take up all and every the Sum and Sums of Money now due, or which

which shall be due upon the several Writings Obligatory aforesaid, to the Uses herein after mentioned.

And it is declared, concluded and agreed by *And said* and between all and every the said Parties to *Assurances* these Presents, that the Fine so as aforesaid to be *to be to the* levied, and all and every other Fine and Fines, *Use of Bar-* Feoffment and Feoffments, Conveyance and Assu- *gainee, &c.* rance in the Law whatsoever heretofore had and executed, or hereafter to be had, made, levied and executed by and between the said Parties to these Presents, or any of them, or by them or any of them, with any other Person or Persons, of the Premises, or any Part or Parcel thereof, shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only and proper Use and Behoof of the said E. R. his Heirs and Assigns, and to and for no other Use, Intent and Purpose whatsoever.

And the said J. M. for himself, his Heirs, *Bargainor* Executors and Administrators, and for every of *not to in-* them, doth covenant and grant to and with the *cumber,* said E. R. his Heirs and Assigns, and to and with *&c. the* every of them, by these Presents, that he the said *Premises.* J. M. hath not done, committed, executed or suffered any Act or Acts, Thing or Things whatsoever, whereby the said Mesuage, Farm, Lands, Tenements and Premises, or any Part thereof, now are, or any Time hereafter shall or may be impeached or incumbered in Title, Charge, Estate, or otherwise; (the Conveyance and Estate thereof made and granted by him the said J. M. to the said J. K. the Elder, and his Heirs, herein beforementioned, only excepted and foreprised)

And the said A. B. for himself, his Heirs *Covenant* and Assigns, doth covenant and grant to and with *Releaser is* the said C. D. his Heirs and Assigns, that he the *right Own-* said A. B. now is the true, lawful and rightful *er, &c.* Owner of all and singular the said Mesuage, Lands, Tenements, Hereditaments and Premises above-

## Covenants.

*And hath  
Power to  
convey.*

*For peace-  
able Enjoy-  
ment.*

mentioned, and of every Part and Parcel thereof, with the Appurtenances, and lawfully and rightfully seised in his own Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple, of and in all and singular the said Premises abovementioned, with the Appurtenances, without any Manner of Condition, Mortgage, Limitation of Use and Uses, or other Matter, Cause or Thing, to alter, change, charge or determine the same: **And also** that he the said *A. B.* now hath good Right, full Power and lawful Authority in his own Right, to grant, bargain, sell, and convey all and singular, the said Mesuage, Lands, Tenements, Hereditaments, and Premises above mentioned, with their and every of their Appurtenances unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; **And also** that he the said *C. D.* his Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter, peaceable and quietly have, hold, occupy, possess and enjoy all and singular the said Mesuage, Lands, Tenements, Hereditaments and Premises above mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *A. B.* his Heirs or Assigns, and of all and every other Person or Persons whatsoever, and freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings obligatory, Statutes-Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said

*A. B.*

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*A. B.* or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them. **And** further, That he the said *A. B.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Premises above mentioned, or any Part thereof, by, from, or under him, shall and will from Time to Time, and at all Times hereafter, upon reasonable Request, and at the proper Costs and Charges in the Law, of the said *C. D.* his Heirs or Assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, as by the said *C. D.* his Heirs or Assigns, or his and their Counsel learned in the Law, shall be reasonably devised, advised or required: **And** lastly, It is covenanted, granted concluded, and agreed upon, by and between the said Parties to these Presents, and it is the true Meaning hereof, that all and every the Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, made, levied, suffered, executed and acknowledged, by or between the said Parties to these Presents, or either of them, or by or between them, or either of them, or any other Person or Persons whatsoever, of the said Premises above mentioned, with the Appurtenances, or any Part thereof, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments,

*For further Assurance.*

*Assurances to be to the Use of Release.*



## Covenants.

*That Mort-  
gagor is  
right Own-  
er and  
lawfully  
seised.*

*And hath  
Power to  
grant.*

*Free from  
Incum-  
brances.*

ditaments, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, as for and concerning all and singular the Premises above-mentioned, with the Appurtenances, to and for the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, and to and for no other Use, Intent or Purpose whatsoever.

And the said T. W. for himself, his Heirs, Executors and Administrators, doth hereby further covenant, promise and agree to and with the said R. L. his Executors, Administrators and Assigns, by these Presents, That the said T. W. at the Time of the Sealing and Delivery of these Presents, is the true, lawful and undoubted Owner of all and singular the said Mesuage or Tenements, Lands, Hereditaments and Premises hereby demised; And that he is thereof, and of every Part and Parcel thereof, lawfully seised, of a good, sure, perfect and indefeasible Estate of Inheritance in Fee simple, to him and his Heirs, without any Condition, Limitation of Use or Uses, to alter, change, determine or make void the same: And also that he hath good Right, full Power and lawful Authority to demise and grant the said Premises to the said R. L. his Executors, Administrators and Assigns, in Manner and Form aforesaid: And likewise that the said hereby granted Premises now are, and be, and so shall from Time to Time, and at all Times hereafter remain, continue, and be unto the said R. L. his Executors, Administrators and Assigns, for and during the said Term free and clear, and freely and clearly acquitted, exonerated and discharged of and from all other and former Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Wills, Intails, Statutes-Merchant and of the Staple, Recognizances, Judgments, Executions, Fines, Post Fines, Fines for Contempt, Forfeitures, Amerciaments, Rents and Arrearages of Rents, Liberates and Debts of Record, and of and from all other Titles, Troubles,

## Covenants. Disclaimer.

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bles, Charges and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered, by him the said *T. W.* his Heirs or Assigns, or by or with his or their Assents, Consents, Acts, Privities or Procurements; *the Rents and Services due to the Chief Lord or Lords of the Fee or Fees of the Premises always excepted and foreprised.* And *For further* furthermore, that he the said *T. W.* and his *ther Assign* Heirs, shall and will at any Time and Times *rance.* hereafter within the Space of ——— Years next ensuing the Breach of the Proviso before-mentioned, at the reasonable Request, Costs and Charges in the Law of the said *R. L.* his Executors, Administrators or Assigns, make, do, acknowledge, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed all and every such other and farther, lawful and reasonable Act or Acts, Deed or Deeds, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect and absolute conveying, vesting, settling and confirming the said *Mesuages or Tenements, Lands, Hereditaments and Premises hereby granted unto and upon the said R. L. his Executors, Administrators and Assigns, for and during the said Term of 1000 Years, as by the said R. L. his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall be reasonably and lawfully advised or devised and required.*

## Disclaimer.

### *Disclaimer of an Estate devised.*

**W**hereas the Right Honourable *P. Lady W.* deceased, did by her last Will and Testament in Writing give and devise the Manor of *S.* in the County of *M.* to the Right Honourable Sir *P. H.* Sir *W. S.* Bart. and *E. N.* Esq; and

## Distress for Rent.

and their Heirs; ~~Now~~ know all Men by these Presents, That I the said E. N. do hereby declare, that I have disagreed and do hereby disagree unto the said Devise of the said Manor of S. and do hereby disclaim all Estate and Benefit therein by Virtue of such Devise. In Witness whereof I have hereunto set my Hand and Seal the — Day of, &c. [*Acknowledged before a Master in Chancery and inrolled.*]

## Distress for Rent.

*Vid.* Letter of Attorney to distrain, Title Letters of Attorney.

### *Form of an Inventory of Goods distrained.*

**A** *N* Inventory of all and singular the Goods and Chattels of C. D. that were seised and distrained by A. B. (or by me A. B. by Virtue of an Authority from Mr. O. F.) on the — Day of — for a Quarter's Rent, being — l. due to the said A. B. (or Mr. O. F.) on — last, for a House, &c.

In the Kitchen, &c.

In the Parlour, &c.

### *Notice of Distress.*

Mr. C. D.

**T** *H* *E* Notice, That I have this Day seised and distrained the Goods and Chattels in the above Inventory particularly mentioned (by Virtue of an Authority for that Purpose, from  
Mr.

## Distress for Rent.

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Mr. O. F. your Landlord) for a Quarter's Rent due and in Arrear to me (or to the said O. F.) on \_\_\_\_\_ last for a House, &c. in \_\_\_\_\_ and have secured the said Goods and Chattels in \_\_\_\_\_, and that unless you pay the said Rent and Charges of Distress, or replevy the said Goods and Chattels within five Days from the Date hereof, they will be sold according to Law. Dated this \_\_\_\_\_ Day of \_\_\_\_\_

Yours A. B.

A true Copy of the above Inventory and Notice was this \_\_\_\_\_ Day of \_\_\_\_\_ delivered to the above mentioned C. D. in the Presence of us.

E. F.

G. H.

The Appraisers Oath to be administered by the Constable.

YOU shall well and truly Value and Appraise the Goods and Chattels of C. D. taken in Distress, and in the Inventory now shewn you particularly mentioned, according to the best of your Skill and Understanding.

So help you God.

Valued in all at \_\_\_\_\_ l.  
by us whose Names are  
hereunto written.

A. F. } Appraisers.  
G. H. }

Exchanges.



## Exchanges.

*A general Exchange of one Parcel of Land  
for another.*

*Covenant  
for quiet  
Enjoyment.*

**T**HIS Indenture made, &c. Between  
R. C. of, &c. of the one Part, and W. B.  
of, &c. of the other Part, Witnesseth, That the  
said R. C. hath given and granted and by these  
Presents doth give and grant to the said W. B.  
All that Piece or Parcel of Arable Land lying, &c.  
bounded, &c. containing one Acre, &c. To have  
and to hold the said Acre of Land above mention-  
ed, with the Appurtenances, unto the said W. B.  
his Executors, Administrators and Assigns, for and  
during the Term of 99 Years next and immediately  
ensuing, and fully to be compleat and ended; if  
he the said R. C. and A. his Wife, and R. their  
Son, or any or either of them shall happen so long  
to live, In Exchange for one Acre of Land, lying,  
&c. being Part of three Acres of Land, late in the  
Tenure of, &c. extending itself, &c. for which  
Consideration the said W. B. hath given and grant-  
ed, and by these Presents doth, give and grant unto  
the said R. C. the said one Acre of Land last above  
mentioned, with the Appurtenances; To have and  
to hold the said one Acre of Land above mention-  
ed, with the Appurtenances, unto the said R. C.  
his Executors, Administrators and Assigns, for and  
during the Term of 99 Years, next and immedi-  
ately ensuing, and fully to be complete and ended,  
if he the said R. C. and A. his Wife, and R. their  
Son, or any or either of them, shall happen so long  
to live, In Exchange of and for the said one  
Acre of Land first above-mentioned. And the said  
R. C. for himself, his Executors and Administra-  
tors, doth covenant and grant to and with the said  
W. B. his Executors and Administrators, that he  
the

the said *W. B.* his Executors and Administrators, shall and may from Time to Time, and at all Times during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said one Acre of Arable Land first above-mentioned, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *R. C.* his Executors, Administrators, or Assigns, or any of them, or of any other Person or Persons whatsoever, claiming in, by, from or under him, them or any of them; *And the said W. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said R. C. his Executors and Administrators, that he the said R. C. his Executors, Administrators, and Assigns, shall and may from Time to Time, and at all Times during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said one Acre of Land last above mentioned, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said W. B. his Executors, Administrators or Assigns, or any of them, or of any other Person or Persons whatsoever claiming in, by, from, or under him, them, or any of them. In Witness, &c.* *The like.*

**Fines.**

*Præcipe for a Dedimus Potestatem.*

Somerset, ss. **C**ommand *A. B.* Gent. and *E.* his Wife, that justly, &c. they perform to *C. D.* (or other Parties, as the Case is, see the following *Præcipe*) the Covenant, &c. of one Mesuage, &c. (here put the Parcels in their proper Order) with the Appurtenances in S. and unless, &c.

Dedimus

Dedimus Potestatem directed to	{	Sir J. S. Knt.	{	Esq;  Gent.
		A. C.		
		C. E.		
		E. F.		
		G. H.		

*Return of the Dedimus Potestatem.*

**T**HE Execution of this Writ appears in a certain Schedule hereunto annexed. The Commissioners to subscribe it; but the *Præcipe* and Concord written on Parchment must first be annexed.

*A Præcipe for a Fine sur Cognizance de Droit come ceo, &c. in most Cases.*

One Cognizor or more.	Somersetshire, ff. <b>C</b> ommand A. B. (if but one Cognizor, and C. D. if two, and so on if more, or if by Husband and Wife, say Sir A. B. Bart. and C. his Wife; and if also by Son and Heir apparent, say, and E. S. Esq; Son and
By Husband and Wife and Heirs, To one Cognizee or more.	Heir apparent to the said A. B. and C. his Wife, and F. F. &c. if more) that justly, &c. he, (they) perform to E. F. (if but one Cognizee, and G. H. if two, and so on if more) the Covenant made between them of (here put the Parcels, Exceptions and Places in their proper Order) And unless, &c.

*And if in several Counties say,*

Lands, &c. Dorsetshire, ff. **C**ommand A. B. that, &c. (as in several Counties. in that County): And unless, &c. above, mentioning only the Parcels

Wiltshire, ff. **C**ommand the same Person, that, &c. (mentioning in like Manner the Parcels in that County.) And unless, &c.

Note;

Note ; In such Cases there must be several Writs of Covenant returnable at one Day, but there must be but one Concord.

*Rules for placing the Parcels.*

First, The more worthy Things must be put *Placing* first, as a Castle before a Manor ; a Manor before a Parcels. Mesuage, a Mesuage before Land, and Land before Meadow, &c.

Secondly, Things general before Things special, as Land before Meadow, Pasture, Wood, Heath, Marsh, &c. Land, being the Genus thereto ; so Wood must precede Elder Wood, Willow Wood, &c.

Thirdly, Intire Things must be set before their Parts, as of the Manor of C. before the Moiety of the Manor of B. with the Appurtenances.

*How Things are to be excepted in the Præcipe.*

Part of Things excepted must succeed those Things *Exceptions* out of which they are excepted, and if there be divers in *Præcipe* Parcels in one Writ, that Parcel out of which the Exception is to be made ought to be last placed, as thus,——of the Manor of D. with the Appurtenances in C. except one Mesuage, two Acres of Land, and the Avowson of the Church of C. Things excepted to be certainly named, but no Necessity for the Words with the Appurtenances after the Things excepted.

*Words for dividing the Things.*

(First) Of a Manor——(Secondly) And a Divisions.  
Rectory —— (Thirdly) Moreover of a Mesuage  
—— (Fourthly)



## Fines.

—(Fourthly) And also —(Fifthly) Further-  
more —(Sixthly) and further —(Seventhly)  
And also —(Eighthly) And moreover —  
And if there are more begin again.

*By what Names, and how the Parcels are  
to be expressed in the Præcipe.*

<i>Names of Parcels.</i>	<i>The Honour of A. with the Appurtenances. The Castle of B. with the Appurtenances. The Borough of C. with the Appurtenances. The Forest of D. with the Appurtenances. The Chace of E. with the Appurtenances. The Park of F. with the Appurtenances. The Hundred of G. with the Appurtenances.</i>
<i>(a) De- mesnes Rents, Seignio- ries, Courts, Pleas, &amp;c. pass by them Words.</i>	<i>The (a) Manor of H. with the Appurtenances. The Scite of the Manor of I. with the Appur- tenances. The Scite of the late Monastery of K. with the Appurtenances. Two (b) Mesuages. One (c) Cotage. One Shop. One Cellar. Three Tofts. One Mill.</i>
<i>A Manor may be Parcel of another. Manor,</i>	<i>Two Dove-houses. Two Gardens. Two Orchards.</i>

*and pass by the Name of that Manor; also a Castle, Honour,  
or Hundred, may be the Parcel of a Manor, and pass by the  
Name of the Manor whereof it is Parcel, or it may pass by its  
own Name.*

*(b) A Chapel will pass by the Name of Mesuage, and by the  
Name of Mesuage with the Appurtenances, a House with a  
Shop, Curtilage, Garden, Orchard; also a Dove house and  
Mill is Parcel thereof.*

*(c) By that Name a Toft, a Chamber, a Cellar, &c. may  
pass.* 20 Acres

20 Acres of (Arab.<sup>a</sup> Land, (sometimes such a Part of so many Acres of Land.)

100 Acres of Meadow.

10 Acres of Pasture.

10 Acres of (d) Wood (Land).

(d) High-wood and

Reasonable (e) Estovers in Wood (that is to say) in Under-wood pass

10 Acres of Wood.

100 Acres of Furze and Heath.

by the

100 Acres of (f) Moor.

general

Name of Wood.

(e) House boot, Hay-boot, and Plow-boot, pass by the Name of Estovers.

(f) Turbary may pass by the Name of Moorish Ground.

100 Acres of Ground wherein Rushes grow, or Rushy Ground.

100 Acres of Marsh Land.

10 Acres of Elder Wood.

20 Acres of Land covered with Water.

An Annual Rent of 10 l. (issuing out of two Mesuages.)

A Rent of two Capons, two Hens, and one Pound of Pepper.

Common of Pasture (for all Manner of Cattle, or for any Number of Sheep, &c.)

A Free Fishery, (in the Waters of E.)

A Free Warren.

The Liberty of Foldage (and of a Sheep-Walk.)

A Salt Pit.

A Bullary of Salt Water.

A Passage over the River T.

A Wharf, a Quay.

A Fair and Market, with the Appurtenances.

View of Frank Pledge, with the Appurtenances.

A Knight's Fee.

Wards.

Marriages.

Escheats.

Goods and Chattels of Waifs, Estrays.

Goods

Goods and Chattels of Felons, Fugitives, Out-laws, Persons attainted.

Felons of themselves.

Deodands.

Treasure Trove.

Wrecks of the Sea.

(g) See the Note to the next Article. *The (g) Rectory of the Church of B. with the Appurtenances, and all and all Manner of Tithes whatsoever belonging and appertaining to the said Rectory.*

(h) If for a Presentation to a Church only, the. *The (h) Advowson of the Church of B. The Advowson of the Vicarage of the Church of C.*

*The Moiety of a Mesuage.*

*Words, with the Appurtenances, must not be added, nor of Vicarages endowed; but when a Vicarage is not endowed, it must go under these Words, of the Advowson of the Church of B. And Parsonages, Rectories, Advowsons, Vicarages and Tithes impropriate, pass not by the Words, the Advowson of the Church of B. but by the Words, the Rectory of the Church of B.*

*Note; Put rather a greater Number of Acres than are intended to pass, this will not hurt; for no more will pass than intended and agreed upon between the Parties.*

*How the Places where the Parcels lie are to be named.*

**T**HE County, Town, Parish or Hamlet where the Things lie, ought to be certainly named. If divers Towns of the same Name in the same County, it is best to make an Addition for Distinction.

*If a Manor lies in divers Towns, it is best to name them all, or none, as of the Manor of S. in A. B. and C. or of the Manor of S. with the Appurtenances.*

*A Concord in most Cases to be written about Half an Inch below the Præcipe, with a narrow Margin.*

**A**ND the Agreement is such (that is to say) **Acknowledgment.**  
 That the said *A.* (the Cognizor and C. &c. *if more*) hath (have) acknowledged the said Te- *One Cog-*  
 nements (and if for Common of Pasture in the Præ- *nizor, or*  
*more.*  
 cipie say, and Common of Pasture) with the Appurtenances (by these Words, the Tenements, any *Of intire*  
*Things,*  
*Parcels.*  
 Number or Quantity of distinct Things or Parcels will be well enough expressed; but if the Præcipe be of intire Things, as of a Manor, with the Appurtenances, then say, ——— hath (or have) acknowledged the said Manor, with the Appurtenances; neither will Mesuages named by themselves in a Præcipe pass by the Word Tenement in the Concord, but must say, ——— acknowledged the said Mesuages, with the Appurtenances. And if the Præcipe be for a third Part of a Mesuage, say in the Concord, ——— acknowledged the said third Part, with the Appurtenances; also an Honour, Castle, Island, Barony, Hundred, Borough, Knight's Fees, the Scite of a Manor, a Park, Prebend, a Rent, Common, Obligations, Toll, Stallage, Pontage, View of Frank Pledge, a Liberty, Franchise, Office, Bailiwick, Fair, Market, Passage, a Warren, Fishery, Rectory, Tithes, a Moiety or Part of an intire Thing, Wreck of the Sea, the Advowson of a Church, a Portion of Tithes, &c. must be particularly named in the Concord as well as in the Præcipe: And if there is any Thing excepted in the Præcipe, then after the Words, acknowledged the said Tenements, with the Appurtenances, (say except before excepted) to be the Right of *One Cog-*  
 the said *E.* (the Cognizee) as those which the *nizee, or*  
 said *E.* hath of the Gift of the said *A.* (and tho' *more.*  
*there be divers Cognizees, yet the Right shall be li-*  
*mitted to one of them only, and the Estate limited to*  
*his*



his Heirs only, whose Right it is acknowledged to be; as thus, where E. and G. are Cognizees, say——  
 to be the Right of the said E. as those which they the said E. and G. have of the Gift of the said A) and those he (the Cognisor, or they, if several) hath (have) remised and quitted Claim from himself (themselves) and his (their) Heirs; but where the Husband and Wife are Cognizors, then say——have remised and quitted Claim from them the said A. (Husband) and C. (Wife) and the Heirs of the said A. (the Husband, if the Fee is in him) or, of the said C. (the Wife, if of her Land, to the said E. (Cognizee) and his Heirs for ever, (and if more Cognizees——to the said E. and G. and the Heirs of the said E. (the Cognizee the Right is limited to, as aforesaid for ever.) And moreover the said A. (the Cognisor) hath granted for himself and his Heirs, or if several Cognizors——And moreover they the said A. and C. have granted for themselves, and the Heirs of the said——(one of the Cognizors) or if by Husband and Wife——for themselves and the Heirs of the said——(the Husband or Wife, as the Case is) that they will warrant to the said E. (Cognizee) and his Heirs, or if several Cognizees——to the said E. and G. and the Heirs of the said E. (one of them) the said Tenements (or, if of intire Things say as before) with the Appurtenances against (all Men for ever, but it is usual to make the Warranty special, thus) the said A. and his Heirs (or if several Cognizors——against the said A. and C. and the Heirs of the said A) for ever. (And where there are several Cognizors, each may warrant apart, and it is proper where they have separate Rights, thus: And moreover the said A. hath granted for himself and his Heirs, that he will warrant to the said E. and his Heirs, the said——with the Appurtenances, against the said A. and his Heirs for ever: And further, The said C. (another Cognizee) hath granted, &c. (as before) for ever, and so on if

*Release by one Cognizor, or more.*  
*Or Husband and Wife.*  
*To one Cognizee, or more.*  
*Warranty.*  
*By one Cognizor, or jointly by several.*  
*Or Husband and Wife.*  
*To one Cognizee or more.*  
*Separate Warranty of same Parcels.*

more Cognizors, by these Words, And furthermore  
 —, And also —, And lastly —, Separate  
 Lands bought of different Persons by different Pur- Warranty.  
 chasers may pass in one Fine, and it is very necessary Of several  
 when the Purchases are small, and then the Writ of Parcels.  
 Covenant must be brought by all the Vendees against  
 all the Vendors; so the Præcipe, and the Acknow-  
 ledgment and Release in the Concord must be by all  
 the Cognizors to all the Cognizees of all the Parcels;  
 but every Vendor must warrant against him and his  
 Heirs only, and each Cognizor must warrant his se-  
 parate Part of the Parcels, and they must be parti-  
 cularly mentioned in the Concord as well as in the  
 Præcipe, thus, — Warrant one Mesuage, one  
 Barn, one Garden, &c. — Part of the said Te-  
 nements in — aforesaid, &c. — as before,  
 to the Words for ever. And for the second —  
 Warrant one Mesuage, and the Orchard aforesaid,  
 and the said fifty Acres of Land, another Part of the  
 said Tenements in — aforesaid, &c. (as before)  
 and in like Manner for more Warranties; and for the  
 last, — Warrant one Mesuage, Residue of the  
 said Tenements in — aforesaid, and so on to the  
 Words for ever.) And for this, &c.

A. B.

Taken and acknowledged  
 the — Day of — in  
 the — Year of the  
 Reign of King George  
 the Second, and in the  
 Year of our Lord 1740.  
 before us

Caption.

(To be signed by  
 the Cognizors.)

H. J.

K. L.

If acknowledged by one Cognizor at one Time, and  
 another at another Time, make separate Captions in  
 this Form.

H

Taken

Taken and acknowledged by the abovesaid *A. B.* the——Day of, &c. (*as above*) and the like for every other Cognizor.

*In the Common Pleas.*

*The Form of an Affidavit of the due Caption of a Fine.*

**A.** B. of——in the County of——one of the Attornies of his Majesty's Court of——and one of the Commissioners named in the Writ of *Dedimus Potestatem*, for taking the Acknowledgment of the Fine hereunto annexed, maketh Oath and saith, That he knows *C. D.* and *E.* his Wife, and *F. G.* and *H.* his Wife, the Conusors named in the said Fine; and that the same was duly signed and acknowledged, by them, before this Deponent, and *J. K.* Gent. the other Commissioner named in the said Writ; and that the said *C. D.* and *E.* his Wife, and *F. G.* and *H.* his Wife, and also this Deponent, and the said *J. K.* were, at the Time of taking and acknowledging the said Fine, all of full Age, and competent Understanding. That the said *E.* and *H.* were solely and separately examined, apart from their Husbands, and freely and voluntarily consented to and acknowledged the said Fine; and that the said Conusors, and every of them, knew the same to be a Fine to pass his, her, or their Estate and Estates: And this Deponent further saith, That the said Fine was duly signed and acknowledged upon the Day and Year mentioned in the Caption (or upon the several Days, and Year or Years respectively mentioned in the Captions, if there are more Captions than one); and that the Razure or Interlineation (Razures or Interlineations) in the Body, or in the Caption or Captions of such Fine (as the Case is) was (or were) made before the Party (or Parties) signed the said

Fine,

## Grants.

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Fine, and before the Caption (or Captions) was  
(or were) signed by the Commissioners. *A. B.*

Sworn at——in the County of  
——the ——Day of ——  
in the Year of our Lord ——  
before me

*L. M. one of the Commissioners, &c.*

*Or thus,—If the Affidavit is not made by a Com-  
missioner.*

*In the Common Pleas.*

**A.** *B.* of——in the County of——one of the  
Attornies of the Court of——maketh  
Oath and faith, That he knows *C. D.* and *E.* his  
Wife, and *F. G.* and *H.* his Wife, the Conusors  
named in the Fine hereunto annexed; and that  
the said Fine was duly signed and acknowledged  
by them in this Deponent's Presence; and that  
they the said *C. D.* and *E.* his Wife, and *F. G.*  
and *H.* his Wife; and also *J. K.* and *L. M.* Gen-  
tlemen, the Commissioners taking the same Fine,  
were, 'at the Time of taking thereof, all of full  
Age, &c. *as in the former.*

If there be only one Conusor and his Wife,  
say——and each of them.

## Grants.

*Grant by a Patron of a Rectory of the next  
Presentation.*

**THIS** Indenture made the——Day of  
——&c. Between the Right Honourable  
*S.* Lord Viscount *H.* of the Kingdom of *I.* Patron  
of the Rectory of the Parish Church of *L.* in  
the County of *N.* and Diocese of *Y.* of the one  
Part, and *C. D.* of——of the other Part, *Whereas the* *Recital*  
said Lord Viscount *H.* intends shortly to leave the *that the*  
Kingdom of *Great Britain*, and to go to the Island *Patron in-*  
of *B.* in *A.* to take on him the Government of *tends short-*  
that Island, which his Majesty has been pleased to *ly to leave*  
confer.



*the King-  
dom.*

*If Patron  
be living  
and out  
of the  
Kingdom  
at the next  
Vacancy,  
Grantee, his  
Executors,  
&c. to pre-  
sent.*

*If Patron  
be then in  
Great Bri-  
tain, or  
dead,  
Grant void.*

confer upon him: **Now** this Indenture wit-  
nesseth, That for and in Consideration of the Sum  
of 5 s. of lawful Money of *Great Britain* to him  
the said S. Lord Viscount *H.* by the said *C. D.*  
at or before the Sealing and Delivery of these  
Presents, well and truly paid, the Receipt whereof  
is hereby acknowledged, and for divers other good  
and valuable Causes and Considerations, him the  
said S. Lord Viscount *H.* thereunto moving, he the  
said S. Lord Viscount *H.* hath granted, bargained  
and sold, and by these Presents doth grant, bar-  
gain and sell unto the said *C. D.* his Executors,  
Administrators and Assigns, the next Presentation,  
Donation, Collation and free Disposition of the  
Rectory of the Parish Church of *L.* aforesaid, when  
the same shall next become void by the Death,  
Resignation, Cession or Deprivation of the Re-  
verend *B. S.* Clerk, the present Incumbent, or  
otherwise; **To have and to hold** the same unto the  
said *C. D.* his Executors, Administrators and  
Assigns, upon the Trust following, that is to say,  
**In** case the said S. Lord Viscount *H.* shall, at the  
next Vacancy or Avoidance of the said Church,  
be living and resident in the said Island of *B.* or  
be otherwise absent from *Great Britain*, then the  
said *C. D.* his Executors or Administrators shall and  
may present such Person duly qualified according  
to Law to the Bishop of the Diocese, or Ordinary  
of the Place who is Rector of the said Church,  
in order to his being instituted and inducted into  
the said Rectory and Church, as he the said *C. D.*  
his Executors or Administrators shall think proper  
and convenient; **Provided** nevertheless, that in  
Case at the next Vacancy or Avoidance of the said  
Church, the said S. Lord Viscount *H.* shall be either  
resident in *Great Britain*, or shall be then dead, then  
and in either of the said Cases, these Presents, and  
every Thing therein contained, shall cease, deter-  
mine and be absolutely void. **In Witness, &c.**

Drawn by Mr. Harper.

Of

*Of an Annuity by Deed Poll.*

**T**o all to whom these Presents shall come,  
*A. B.* of \_\_\_\_\_ in the County of \_\_\_\_\_  
 sends Greeting. **Know** ye, That the said *A. B.*  
 for divers good Causes and Considerations him  
 hereunto moving, hath given, granted and con-  
 firmed, and by these Presents doth give, grant,  
 and confirm unto *E. T.* and *G.* of \_\_\_\_\_ one  
 Annuity or annual Rent of \_\_\_\_\_ *l.* of lawful  
 Money of *Great Britain* to be well and truly  
 paid unto the said *E. T.* and his Assigns, from and  
 immediately after the Decease of the said *A. B.* out  
 of all and singular the Mesuages, Lands and Tene-  
 ments, with their and every of their Appurtenan-  
 ces, situate, lying and being in \_\_\_\_\_ late in the  
 Possession of \_\_\_\_\_ called or known by the Name  
 of *H. Tenement*; **To have and to hold**, re-  
 ceive, perceive, and take the said Annuity or year-  
 ly Rent of \_\_\_\_\_ *l.* to him the said *E. T.* and his  
 Assigns, from and immediately after the Death of  
 the said *A. B.* for and during the Term of \_\_\_\_\_  
 Years, if he the said *E. T.* shall so long live;  
 the same to be had, taken, received and paid,  
 by and to him the said *E. T.* and his Assigns,  
 at the Feasts of \_\_\_\_\_ and \_\_\_\_\_ by even and  
 equal Portions; the first Payment thereof to be-  
 gin and commence from such of the said Feasts as  
 shall happen next after the Decease of the said  
*A. B.* *Ec. with a Clause of Distress, &c. as in the*  
*next Precedent.*

*Of an Annuity by Indenture, with Power  
of Revocation.*

**T**HIS Indenture made, *Ec.* Between  
*R. M.* of \_\_\_\_\_ of the one Part, and *N. M.*  
 one of the younger Sons of the said *R. M.* *Ec.*  
 of the other Part, witnesseth, That the said  
*R. M.* as well by Force, Virtue and Power, and  
 accord-

## Grants.

according to the Tenor and Liberty of one Proviso or Clause in that Behalf mentioned or specified in one Pair of Indentures bearing Date the — made between the said *R. M.* of the one Part, and *T. R.* of — of the other Part, as otherwise, hath given, granted and confirmed, and by these Presents both, by the Liberty and Power aforesaid, give, grant and confirm unto the said *N. M.* and his Assigns, one annual or yearly Rent of — *l.* of good and lawful Money of *Great Britain*, to be issuing out of all and singular the Manors, Lands, Tenements and Hereditaments of the said *R. M.* situate, lying and being in *D.* or elsewhere, in the County of — **To have and to hold** the said annual or yearly Rent of — *l.* unto the said *N. M.* and his Assigns, from and immediately after the Decease of the said *R. M.* for and during the natural Life of the said *N. M.* the same to be paid at two several Feast-Days of — and — by even and equal Portions; the first Payment thereof to begin at such of the said Feasts as shall first happen next after the Decease of the said *R. M.* And if it shall happen that the said Annuity or annual Rent of — or any Part thereof, be behind and unpaid, in Part or in the Whole, at any of the said Feast-Days, in which it ought to be paid as aforesaid, being lawfully demanded, that then, and so often it shall and may be lawful to and for the said *N. M.* and his Assigns, into any of the Manors, Lands, Tenements and Hereditaments of the said *R. M.* or into any Part or Parcel thereof, to enter and distrain for the said Annuity or annual Rent of — *l.* or such Part thereof as shall so happen to be behind, in Arrear, or unpaid, and the Distress and Distresses there found to take, drive, lead or carry away, and to detain, hold and keep until the said *N. M.* of the said Annuity or annual Rent of — *l.* with the Arrearages thereof, if any such

Power of  
Distress,  
&c.

## Leases.

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such shall be, shall be fully paid and satisfied: *Provided* nevertheless, and upon Condition that *Proviso of* if the said R. M. shall at any Time during his *Revocation* natural Life pay or tender unto the said N. N. or to any other Person or Persons the Sum of ——— or more, of lawful, &c. with Intent, and on Purpose to revoke, frustrate, or make void the said annual Rent, or the Grant thereof, that then, and from thenceforth this present Deed, and all and every the Gift, Grant and Limitation of the Rent aforesaid, and the said annual or yearly Rent, so by these Presents given, granted or mentioned to be granted, shall cease and be void, frustrate, and of no further Force and Effect in the Law; any Thing in these Presents contained to the contrary in any wise notwithstanding. In Witness, &c.

## Leases.

### Of a Farm.

**T**HIS Indenture made, &c. Between  
W. B. of ——— of the one Part, and W. W.  
of ——— of the other Part, Witnesseth, That  
the said W. B. for and in Consideration of the yearly  
Rent and Covenants herein after reserved  
mentioned and contained, which on the Part and  
Behalf of the said W. W. his Executors, Ad-  
ministrators and Assigns, are or ought to be paid,  
kept, done and performed, hath demised, granted  
and to farm let, and by these Presents doth, &c.  
unto the said W. W. his Executors, Administrators  
and Assigns, all that Mesuage, Tenement and  
Farm, commonly called or known by the Name  
of ——— situate, lying and being in ——— formerly in  
the Possession, Tenure or Occupation of ——— his  
Undertenants or Assigns, and now or late in the Pos-  
session, &c. of ——— his Undertenants and Assigns,  
together with all Barns, Stables, Outhouses, Closets,  
Grounds, Lands, Meadows, Pastures, Feedings,  
H 4 Commons,



Commons, Profits, Ways, Paths, Passages, Waters, Watercourses, Easements and Appurtenances whatsoever to the said Mesuage, Tenement and Farm belonging or any Ways appertaining, (excepting and always reserving out of this present Demise and Grant, unto the said *W. B.* his Heirs, Executors, Administrators and Assigns, &c. all Timber-Trees, Woods and Underwoods now standing, growing or being, or which at any Time during the Term hereby granted, shall stand, grow or be in or upon the said demised Premises, or any Part thereof, with Liberty to and for the said *W. B.* his, &c. to sell, cut down, take and carry away the same,) **To have and to hold** the said Mesuage, Tenement and Farm, and all and singular the said Premises hereby demised, with the Appurtenances (except before excepted) unto the said *W. W.* his Executors, Administrators and Assigns, from the——Day of———for and during the Term of———thence next ensuing, and fully to be complete and ended; **yielding and paying** therefore yearly and every Year, during the said Term hereby granted, unto the said *W. B.* his Heirs, Executors, Administrators and Assigns, the yearly Rent or Sum of——of lawful, &c. in and upon the \* 29th Day of *September*, and the 25th Day of *March*, by even and equal Portions; **And also yielding and paying**, and the said *W. W.* for himself, his Executors, Administrators and Assigns, doth hereby Covenant and Grant to and with the said *W. B.* his Heirs, Executors, Administrators and Assigns, to yield and pay in and upon the Days and Times of Payment of the said yearly Rent above reserved, and over and above the same Rent, according to the Rate of——the Acre, and so proportionably for every greater and lesser Quantity of the Meadow or Pasture Ground hereby demised, which he the said *W. W.* his Heirs, Executors, Administrators or Assigns shall, at any Time

\* *Vide next Precedent. Covenant to pay—1. per Acre for what Meadow, &c. the Lessee shall plow.*

Time during the said Term hereby granted, ear, plow, spit up, dig or convert to Tillage, or cause or procure, permit or suffer to be eared, &c. the first Payment thereof to begin at the Day of Payment of the said yearly Rent above reserved, which shall next happen after any Part of the said Meadow or Pasture Ground shall be so as aforesaid eared, &c. And if it shall happen that the said *Covenant* yearly Rent above reserved, or any Part thereof, *to re enter,* be behind and unpaid by the Space of twenty-eight Days next after either of the said Days or Times whereon the same should or of Right ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth it shall and may be lawful to and for the said *W. B.* his Heirs, Executors, Administrators and Assigns, into the said demised Premises, or into any Part thereof, in the Name of the Whole, to re enter, and the same Premises, and every Part thereof, to have again, re-possess and enjoy as in his and their first and former Estate, Right, Title and Degree, and the said *W. W.* his Executors, Administrators and Assigns thereout and from thence to expel and put out; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the *Covenant* said *W. W.* for himself his Executors and Admini- *to pay Rent.* strators, doth hereby covenant and grant to and with the said *W. B.* his Heirs, Executors, Administrators and Assigns, in Manner and Form following (that is to say) That he the said *W. W.* his Executors, Administrators or Assigns, or some of them, yearly and every Year during the said Term of ———— Years hereby letten, shall and will well and truly pay or cause to be paid unto the said *W. B.* his Heirs, Executors, Administrators or Assigns, the said yearly Rent above reserved, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents; And also *Repairs by* that he the said *W. W.* his Executors, Admini- *Lessee.*

*Repairs by  
Lessor.*

*Lessor to  
allow  
Taxes.*

*Covenant  
for peace-  
able Enjoy-  
ment.*

frators and Assigns, shall and will keep in good and sufficient Repair, during the said Term, all the Glass Windows belonging to the said Dwelling-house, and all the Walls, Gates, Stiles, Bounds and Fences belonging to the said demised Premises, (being allowed Timber and Firth for the doing thereof by the said *W. B.* his Heirs, Executors, Administrators and Assigns) and scour and cleanse all the Ditches and Watercourses on the said Premises; and shall and will leave the same well and sufficiently repaired, scoured and cleansed at the End of the said Term. And the said *W. W.* for himself, his Heirs, Executors, Administrators and Assigns, doth Covenant and Grant to and with the said *W. W.* his Executors, Administrators and Assigns, that the said *W. B.* his Heirs and Assigns shall and will, at all Times during the said Term hereby granted, well and sufficiently repair, uphold and keep the said Messuage, and other the Houses hereby demised, (except the Glass Windows thereof) in all needful and necessary Reparations when and as often as need shall be and require; And also shall and will, at all Times during the said Term hereby granted, bear, pay and discharge, or abate, deduct and allow out of the said yearly Rent hereby reserved, all Taxes, Rates and Payments whatsoever, wherewith the said Premises shall or may be charged or chargeable (Window Money and such like Taxes as are and shall be at any Time during the said Term particularly laid upon Tenants by Act of Parliament only excepted). (*Vide the Covenants in the next Precedent*). And also that he the said *W. W.* his Executors, Administrators and Assigns, paying the said yearly Rent of \_\_\_\_\_ and performing all and every of the said Covenants and Agreements herein before contained, which on his or their Parts or Behalves are or ought to be paid, done or performed, shall and may from Time to Time, and at all Times during

ring the said Term hereby granted, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said Premises hereby demised, with the Appurtenances, (except before excepted) without any Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *W. B.* his Heirs, Executors, Administrators and Assigns, and of any other Person and Persons whatsoever lawfully claiming or to claim by, from or under him, them, or any of them, or by or through his, their or any of their Acts, Means, or Procurement. *In Witness, &c.*

*Of a House in London.*

**T**HIS Indenture, &c. Between, &c. All that Mesuage or Tenement commonly called or known by the Name or Sign of ——— situate, lying and being in ——— formerly in the Tenure or Occupation of ——— his Undertenants or Assigns, and now or late in the Tenure or Occupation of ——— his Undertenants or Assigns, together with all Shops, Cellars, Sollars, Chambers, Rooms, Lights, Easements, Ways, Passages, Waters, Watercourses, Profits, Commodities and Appurtenances whatsoever, to the said Mesuage or Tenement belonging or any ways appertaining; **To have and to hold** the said Mesuage or Tenement, and all and singular the Premises hereby demised with the Appurtenances, unto the said, &c. (*as in the last Precedent*) **Yielding and paying**, &c. on the four most usual Feast-Days or Times of Payment in the Year, (that is to say) on the Feast of *St. Michael* the Archangel, the Birth of our Lord *Christ*, the Annunciation of the Blessed *Mary*, and the Nativity of *St. John* the Baptist, by even and equal Portions: **And if**, &c. (*a Covenant to re enter on Non-payment, and Covenant a Covenant to pay the Rent as in the last Precedent*). **for Lessee** **And also that he** the said *C. D.* his Executors, to repair.  
Admi-



## Leases.

*To yield up  
at the End  
of the Te. m.*

*To view  
the Pre-  
misses.*

Administrators or Assigns, or some of them, shall and will at his, their or some of their proper Costs and Charges, from Time to Time, and at all Times hereafter during the said Term, well and sufficiently repair, uphold, support, sustain, maintain, pave, purge, scour, cleanse, empty, mend, and keep the said Mesuage or Tenement, and all and singular other the Premisses with the Appurtenances herein before demised, and every Part and Parcel thereof, in, by and with all and all Manner of needful and necessary Reparations, supporting, paving, purging, scouring, cleansing, glasing, emptying and Amendments whatsoever, and that when, where and as often as Need or Occasion shall be and require (the Casualty of Fire, which may burn down or destroy the said Mesuage or Tenement or Premisses, or any Part thereof, only excepted); And the said Mesuage, Tenement and Premisses being so well and sufficiently repaired, upheld, &c. at the End of the said Term, or other sooner Determination of this present Demise, unto the said *A. B.* his Executors, &c. shall and will peaceably and quietly leave and yield up (except as is before excepted): And further, that it shall and may be lawful to and for the said *A. B.* his Executors, &c. or any of them, with Workmen or others, or without, twice in every Year, during the Continuance of this Demise, at seasonable Times in the Day time to enter, come into and upon the said demised Premisses, or any Part thereof, and view, search and see the State and Condition of the Reparations of the same, and of all Defects, Defaults and Want of Repairs then and there found, to give or leave Notice or Warning in Writing, at and upon the said demised Premisses, to and for the said *C. D.* for the Repairing and Amending the same within the Space of — then next following, in which said Space or Time of — after every or any such Notice or Warning, he the said *C. D.* for himself, his Executors, &c.

&c. doth hereby Covenant and Grant to and  
 with the said *A. B.* his Executors, &c. well and  
 sufficiently to repair and amend the Defects and  
 Want of Reparation so to be found as aforesaid  
 (except as is before excepted): And also that he *To pay*  
 the said *C. D.* his Executors, &c. shall and will *Taxes.*  
 at all Times hereafter, during the said Term here-  
 by demised, bear, pay and discharge all Taxes,  
 Charges, Impositions and Parish Duties, which  
 shall be taxed, charged, imposed or assessed upon  
 the said Mesuage or Premises aforesaid, or any  
 Part thereof: And the said *A. B.* for himself, his  
 Executors, &c. doth Covenant and Grant to and  
 with the said *C. D.* his, &c. that, &c. (*a Cove-*  
*nant for peaceable Enjoyment as in the last Precedent*).  
 In Witness, &c.

*If there are Goods let with the House, then say*  
 All that Mesuage, &c. with all Ways, &c. to-  
 gether with the Use of the Goods mentioned in the  
 Schedule hereto annexed, and in the Covenant  
 for leaving the Premises in Repair, add and also  
 shall and will then leave unto the said *A. B.* his  
 Executors, &c. all such Goods as are mentioned  
 in the Schedule hereto annexed, in as good Condi-  
 tion as they are now in, (reasonable Usage of them  
 and the Casualty of Fire in the mean Time ex-  
 cepted) and the Schedule is thus:

The Schedule of Goods to which the Inden-  
 ture hereunto annexed refers.

first of all, in the Parlour, one, &c.

Also, in the Dining-Room, &c.

Also, &c.

*A Lease to Trustees to raise and secure an*  
*Annuity.*

**T**HIS Indenture made, &c. Between  
*A. S.* of, &c. Widow of the one Part, and  
*N. F.* of, &c. Esq; *W. M.* of, &c. Esq; and  
*J. H.*

*J. H.* of, *Esq.* of the other Part. *Whereas* by Indentures of Lease and Release, bearing Date respectively the fifteenth and sixteenth Days of *July* in the Year of our Lord 1722, and made or mentioned to be made between the said *A. S.* of the one Part, and *P. K.* of, *Esq.* and *E. P.* of, *Esq.* of the other Part, and by Indenture bearing Date the fifteenth Day of *November* in the Year of our Lord 1738, and made or mentioned to be made between the said *A. S.* of the one Part, and the said *N. F. W. M.* and *J. H.* of the other Part; the several Manors, Advowsons, Mesuages, Lands, Tenements and Hereditaments, in the first recited Indenture of Release of the sixteenth of *July* 1722, and herein after mentioned and contained, are limited, settled and declared to the several Uses in the said latter Indenture of the fifteenth of *November* in the Year 1738 declared or expressed; *In which* Indenture of the fifteenth of *November* 1738 is contained a Proviso, that it should and might be lawful to and for the said *A. S.* at any Time or Times, during her Life, to make any Lease or Leases of the Premises, or of any Part or Parcel thereof, to any Person or Persons, for any Term or Number of Years whatsoever, or for Life or Lives, subject to such Reservations and Provisions, as she should think fit at her own Will and Pleasure, with Power also reserved to the said *A. S.* to revoke or alter all or any of the Uses and Trusts in the said Indenture limited, and to limit any new or other Estates, Uses, Trusts or Dispositions of or touching the said Premises, as by the said several Indentures, Relation unto them being had, may more at large Appear: *And whereas* the said *A. S.* out of Regard to the great Affection which she has for *M. G.* Wife of *T. G.* of, *Esq.* Gentleman, having had many Years Experience of her faithful Services and steady Attachment to her the said *A. S.* is minded to settle and secure to the

the said *M. G.* in case she shall survive the said *A. S.* an Annuity of 100 *l.* a Year for her Life, over and above whatever the said *A. S.* has already given to, or settled upon her by the said several Indentures and her last Will, or otherwise howsoever, and to charge such Annuity on several of the Lands, Tenements, and Hereditaments in the said Indenture of the fifteenth of *November* mentioned, and as are thereby limited to Sir *J. R. Bart.* for Life, with Remainders over, as therein mentioned: **Now this Indenture witnesseth,** That for the Consideration aforesaid, and in Pursuance and by Virtue of the said Powers to her the said *A. S.* reserved in and by the said Indenture of the fifteenth of *November* 1738, and all other Powers which she any Ways hath, and also for and in Consideration of the Sum of 10 *s.* of lawful Money of *Great Britain* in Hand paid to the said *A. S.* by the said *N. F. W. M.* and *J. H.* before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, she the said *A. S.* hath limited and appointed, demised, granted, leased, set and to farm let, and by these Presents Doth &c. unto the said *N. F. W. M.* and *J. H.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivors, All that the Manor or reputed Manor of, &c. and other the Manors, Lands, Woods, Tenements and Hereditaments whatsoever of the said *A. S.* by the said first recited Indenture of Release granted, released and conveyed, and by the said latter Indenture of the fifteenth of *November* 1738 limited and appointed, after the Determination of the Estate limited to the said *A. S.* to the Use of Sir *T. R. Bart.* for Life, with Remainders over, as in the said Indenture is mentioned (except and always reserved out of this present Demise all that, &c. by the said first recited Indenture of Release of the sixteenth of *July* 1722, released or conveyed, with their Appurtenances, and which by the said latter Indenture of the  
fifteenth



fifteenth of *November* 1738, are limited to the Use of *M. R.* therein named; and also except and always reserved out of this present Demise all that, &c. being Part of the Lands and Tenements by the said first recited Indenture of Release of the sixteenth of *July* in the Year 1722 released or conveyed, and which by the said latter Indenture of the fifteenth of *November* 1738, are limited to the Use of the said *N. F. W. M.* and *J. H.* their Heirs and Assigns, for the Benefit of the said *M. G.* as therein mentioned) it being the Intent and Meaning of these Presents and the Parties hereto, that this present Demise should extend to and comprehend only such of the said Manors, Mesuages, Lands, and Tenements, as are by the said Indenture of the fifteenth of *November* 1738, from and after the Determination of the Estate-tail thereby limited to her the said *A. S.* limited and appointed to the said Sir *T. R.* for Life, with Remainders over as therein mentioned; and that this present Demise should not extend to any Manor, Mesuages, Lands, Tenements or Hereditaments, that are by the said Indenture of the fifteenth of *November* 1738, any Way limited or appointed to or to the Use of, or in Trust for the Benefit of the said *M. R. M. G.* or either of them; **To have and to hold** the said Manors, &c. hereby demised, with their and every of their Appurtenances (except as herein before excepted) unto the said *N. F. W. M.* and *J. H.* and the Survivor of them, and the Executors and Administrators of such Survivor, from and immediately after the Decease of the said *A. S.* for and during and until the full End and Term of ninety nine Years from thence next ensuing and fully to be complete and ended, upon Trust as herein after mentioned; **Yielding and paying** therefore yearly and every Year during the said Term hereby demised, the Rent of one Pepper-corn, if the same shall be demanded, unto the Person and Persons to whom

whom the immediate Reversion and Inheritance of the said Premises shall belong. And it is hereby declared and agreed by and between the said Parties to these Presents, that this present Demise, and the Term hereby granted, is upon this special Trust and Confidence, that they the said *N. F. W. M.* and *J. H.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall and may by and out of the Rents, Issues and Profits of all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised, or mentioned or intended to be hereby demised, or by Lease or other Disposition thereof, raise and pay unto the said *M. G.* for and during so many Years of the said Term of ninety-nine Years as she shall live, the yearly Sum of 100 *l.* by equal quarterly Payments on the four most usual Feasts or Days of Payment of Rent in the Year, that is to say, the Feast of the Annunciation of the blessed Virgin *Mary*, the Nativity of St. *John* the Baptist, the Feast of St. *Michael* the Archangel, and the Birth of our Lord *Christ*, by even and equal Portions, without any Deduction or Abatement, for or in respect of any Taxes, Assessments or Charges whatsoever; the first Payment to commence on such of the said Feasts as shall happen next after the Decease of the said *A. S.* and the said Annuity or Sum of 100 *l.* by quarterly Payments as aforesaid, to be paid to the proper Hands of the said *M. G.* or to such Person or Persons, Intents and Purposes, as she the said *M. G.* whether covert or sole, and notwithstanding her Coverture, shall by Writing, signed with her proper Hand, direct or appoint, to and for her own separate Use and Benefit, exclusive of her said present or any after taken Husband, and not to be subject or liable to the Debts, Control or Disposal of such Husband, and her Receipt alone under her Hand shall be deemed and taken to be a good and sufficient Discharge for the same. And upon

## Leases.

upon this further Trust, that the Overplus of the said Rents and Profits over and besides what shall be applied for the Payment of the said yearly Sum of 100 l. as aforesaid, and all Charges relating thereto, shall be payed to the Person or Persons who shall for the Time being be next in Remainder or Reversion of the said demised Premises, and from and after the Decease of the said M. G. and Satisfaction and Payment of the said Annuity and all Charges relating thereto, the said Term of ninety-nine Years hereby granted shall cease, or be assigned for the Benefit of the Person or Persons next in Remainder as aforesaid. **In Witness** whereof the said A. S. hath to these Presents set her Hand and Seal the Day and Year first above written.

Drawn by Mr. Ward.

*Lease for twenty-one Years, if the Lessor and Lessee shall both so long live, in Trust for Securing the Interest of two Sums due by Mortgage.*

**T**HIS Indenture quadripartite, made the ——— Day of ——— Ec. Between C. K. of, Ec. of the first Part, J. M. of, Ec. of the second Part, R. S. of, Ec. of the third Part, and R. C. of, Ec. of the fourth Part. Whereas by Indenture tripartite, bearing Date the ——— Day of ——— last, made or expressed to be made between J. H. Doctor in Physick, and the Reverend J. C. Clerk, of the first Part, the said C. K. and L. his Wife of the second Part, and the said R. S. of the third Part, reciting as therein is recited, the Mesuages, Lands, Tenements and Hereditaments mentioned to be hereby demised, were mortgaged or made a Security (in Manner therein mentioned) unto the said R. S. for the Sum of 500 l. and Interest for the same, after the Rate of five Pounds, but reducible to four Pounds ten Shillings a Year for

for one hundred Pounds, on regular Payment thereof; **And whereas** by Indenture tripartite, bearing Date on or about the——Day of *June* last, made or expressed to be made between *H. M. Esq;* of the first Part, the said *C. K.* of the second Part, and the said *R. C.* of the third Part, reciting as therein is recited, the said Mesuages, Lands, Tenements and Hereditaments, or some Part thereof, were or was mortgaged or made a Security (in Manner therein mentioned) unto the said *R. C.* for the Sum of 1500*l.* and Interest for the same after the Rate of five Pounds, but reducible to four Pounds a Year for one hundred Pounds, on regular Payment thereof, as in and by the said recited Indentures, Relation being thereunto had, it doth and may more fully and at large appear; **And whereas** the Day of the Date of these Presents, the said *C. K.* is indebted unto the said *J. M.* in the Sum of 14*l.* 14*s.* which the said *C. K.* has agreed shall be to him the said *J. M.* paid and discharged in Manner herein after directed; **And whereas** the said *C. K.* has agreed to and with the said *R. S. R. C.* and *J. M.* that the Rents and Profits of the said Mesuages, Tenements and Hereditaments, shall be from Time to Time remitted or paid into the Hands of the said *J. M.* upon the Trusts herein after mentioned concerning the same: **Now this Indenture witnesseth,** That for the Purpose aforesaid and for the Securing as well the said Sum of 14*l.* 14*s.* to the said *J. M.* as the Interest of the said Sums of 500*l.* and 1500*l.* to the said *R. S.* and *R. C.* respectively, and for and in Consideration of 5*s.* of lawful Money of *Great Britain* to the said *C. K.* in Hand well and truly paid by the said *J. M.* upon or before the Sealing and Delivery of these Presents the Receipt and Payment whereof is hereby acknowledged, he the said *C. K.* (in Pursuance of the said recited Agreement) **Doth** demised, granted, bargained and sold, and by these Presents **Doth** demise, grant,



grant, bargain and sell, unto the said *J. M.* and his Assigns, **All** that Capital Mesuage and Tenement, &c. and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues and Profits thereof, and of every Part and Parcel thereof; **To have and to hold** the said Mesuages, Lands, Tenements and Hereditaments, and all and singular other the Premises mentioned or intended to be hereby demised, with their and every of their Appurtenances, unto the said *J. M.* and his Assigns, from the Day next before the Day of the Date of these Presents, for and during and unto the full End and Term of twenty-one Years fully to be compleat and ended, if the said *C. K.* and *J. M.* shall jointly so long live, without Impeachment of Waste; **Upon Trust** that the said *J. M.* or his Assigns, from Time to Time, do and shall appoint such Receiver or Receivers of the Rents, Issues and Profits of the said Mesuages, Lands, Tenements, Hereditaments and Premises, mentioned to be hereby demised, as he or they shall think fit, and do and shall pay and apply such Rents, Issues and Profits in Manner following (that is to say) Primarily in Satisfaction and Discharge of the said Debt or Sum of 14 *l.* 14 *s.* which the said *C. K.* owes unto the said *J. M.* and of the Costs, Charges and Expences attending the Execution of the Trusts hereby created and subject thereto, in Satisfaction and Discharge of the Interest of the said Sums of 1500 *l.* and 500 *l.* respectively, and the Arrears thereof; and as to the Residue or Surplus of such Rents, Issues and Profits, upon Trust to pay or account for the same unto the said *C. K.* his Executors, Administrators or Assigns; **And upon further Trust**, that if at any Time hereafter, before the Expiration of the said Term of twenty one Years, the said Sum of 14 *l.* 14 *s.* and the Interest of the said several Sums of 1500 *l.* and 500 *l.* shall, in Manner herein before directed, or otherwise, be duly paid and satisfied,

fed, together with the Costs and Charges attending the Execution of the Trusts aforesaid, and if the said C. K. or his Assigns, shall well and truly pay, or cause to be paid unto the said R. S. his Executors, Administrators or Assigns, the said Sum of 500 *l.* and unto the said R. C. his Executors, Administrators or Assigns, the said Sum of 1500 *l.* then and from thenceforth the said J. M. shall permit and suffer the said C. K. or his Assigns, to receive the Rents, Issues and Profits of the said Mesuages, Lands, Tenements, Hereditaments and Premises, mentioned to be hereby demised, to his and their own Use and Benefit, without any Account to be given for the same; And the said C. K. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said R. S. and R. C. their Executors, Administrators and Assigns, by these Presents, That in Case at any Time hereafter, before the Expiration of the said Term of 21 Years, the said J. M. shall depart this Life, and the said Sums of 500 *l.* and 1500 *l.* or either of them, or any Part thereof, or of the Interest of the same respectively, shall then remain due and unsatisfied, he the said C. K. and his Assigns, shall and will grant the like Term of twenty-one Years of and in the said Mesuages, Lands, Tenements, Hereditaments and Premises, mentioned to be hereby demised, unto such Person or Persons, as the said R. S. and R. C. their Executors, Administrators or Assigns, shall nominate or appoint, if such Person or Persons, and the said C. K. shall jointly so long live; and in like Manner so often, as during the natural Life of the said C. K. the Person or Persons to be so nominated or appointed, shall depart this Life before the Expiration of the Term of twenty-one Years to be to them granted as aforesaid; and the said Sums of 500 *l.* and 1500 *l.* or either of them, or any Part thereof, or of the Interest of the same respectively, shall then remain unsatisfied, he the said C. K.  
and

## Lease and Release.

and his Assigns, shall and will grant the like Term of twenty-one Years of and in the said Mesuages, Lands, Tenements, Hereditaments and Premises mentioned to be hereby demised, unto such Person or Persons, as the said R. S. and R. C. their Executors, Administrators or Assigns shall nominate or appoint, if such Person or Persons and the said C. K. shall jointly so long live, to the Intent and Purpose that the said Debt or Sum of 14*l.* 14*s.* and the Costs, Charges and Expences aforesaid, primarily, and afterwards the Interest of the said Sums of 500*l.* and 1500*l.* may be paid and answered by, with and out of the Rents, Issues and Profits of the said Mesuages, Lands, Tenements, Hereditaments and Premises mentioned to be hereby demised, in Course and Manner aforesaid. *In Witness, &c.*

Drawn by Mr. *Maire.*

## Lease and Release.

*A Lease for a Year to precede a Release.*

**T**HIS Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, witnesseth, That the said A. B. for and in Consideration of the Sum of 5*s.* of lawful Money of *Great Britain*, to him in Hand paid by the said C. D. the Receipt whereof is hereby acknowledged, Hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said C. D. All that Mesuage or Tenement, &c. [*here insert the Lands as in the Release*] and the Reversion and Reversions, Remainder and Remainders, Rents and Profits of the said Premises above-mentioned, with their and every of their Appurtenances; To have and to hold the said Mesuage or Tenement, Lands, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances unto the said C. D. his Executors,

## Lease and Release.

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cutors, Administrators and Assigns, from the first Day of this Instant *January*, for and during and unto the full End and Term of one whole Year from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore at the Expiration of the said Year one Pepper-Corn, if the same shall be lawfully demanded, **To** the Intent that, by Virtue of these Presents and of the Statute for transferring Uses into Possession, he the said *C. D.* may be in the actual Possession of all and singular the said Premises above mentioned, with the Appurtenances, and thereby be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs, to the only proper Use and Behoof of him the said *C. D.* his Heirs and Assigns for ever; [*If it be a Release of Lands to Trustees to Uses, &c.*] (and be thereby enabled to accept a Grant and Release of the Reversion and Inheritance thereof to them and their Heirs, to, for and upon such Uses, Intents and Purposes as shall be thereof declared). **In Witness, &c.**

### *A Release and Conveyance of an Estate.*

**T**HIS Indenture made, &c. **Between** *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, **Witnesseth**, That the said *A. B.* for and in Consideration of the Sum of 5000 *l.* of lawful Money of *Great Britain*, to him in Hand paid by the said *C. D.* at or before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged, and thereof, and of every Part and Parcel thereof, doth hereby acquit, release and discharge him the said *C. D.* his Heirs, Executors, Administrators and Assigns, for ever by these Presents, hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said *C. D.* (in his actual Possession now being by Virtue of a Bargain and Sale to him, thereof made  
for



## Lease and Release.

for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring Uses into Possession) and to his Heirs and Assigns for ever, all that Mesuage or Tenement, commonly called or known, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in, &c. and all Houses, Out-houses, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Under-woods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Mesuage or Tenement belonging, or in any wise appertaining, or which now are, or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed, to or with the same, or as Part, Parcel or Member thereof, or any Part thereof, situate, lying and being in, &c. aforesaid; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with their and every of their Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, both in Law and Equity, of him the said *A. B.* of, in and to the same, and of, in and to every Part and Parcel thereof, with the Appurtenances; and also all Deeds, Evidences and Writings, touching or concerning the said Premises, or any Part thereof, together with true Copies of all other Deeds, Evidences and Writings, which do concern the said Premises, or any Part thereof, jointly with any other Lands or Tenements, now in the Custody or Possession of him the said *A. B.* or which he can or may get, or come by, without Suit in Law; the same Copies to be made and written at the Request, Costs and Charges of the said *C. D.* his Heirs and Assigns; **To have and to hold** all and singular the said Mesuage or Tenement,  
Lands

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Lands, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and behoof of the said C. D. his Heirs and Assigns for ever. *And* \* the said A. B. for himself, \* *Add a* his Heirs and Assigns, doth covenant, &c. *That Covenant* the Releasor is right Owner, &c. and hath Power *to levy a* to convey. *For peaceable Enjoyment. For farther Assurance. Assurances to be to the Use of Releasee. Vide Title Covenants. In Witness, &c.* *Fine.*

## Letters of Attorney.

*A general Letter of Attorney to receive Debts.*

**R**EAD all Men by these Presents, That I A. B. of———have made, ordained, authorized, constituted and appointed, and by these Presents do make, ordain, authorize, constitute and appoint C. D. of———my true and lawful Attorney (*irrevocable*) for me and in my Name, and to my Use, (or, *but to the Use of him the said C. D.*) to ask, demand, sue for, recover and receive of E. F. of———all such Sum and Sums of Money, Debts and Demands whatsoever, which now are due and owing unto me the said A. B. by and from the said E. F. and in Default of Payment thereof, to have, use and take all lawful Ways and Means, in my Name, or otherwise, for the Recovery thereof by Attachment, Arrest, (*Distress*) (*Re-entry*) or otherwise, (*and to compound and agree for the same,*) and on Receipt thereof, Acquittances, or other sufficient Discharges for the same, for me, and in my Name, to make, seal and deliver, and to do all lawful Acts and Things whatsoever concerning the Premises, as fully in every Respect as I myself might or could do, if I were personally present, and an Attorney or Attornies under him for the Purposes aforesaid to make,  
I and

## Letters of Attorney.

and at his Pleasure to revoke; hereby ratifying, allowing and confirming all and whatsoever my said Attorney shall in my Name lawfully do, or cause to be done, in and about the Premisses, by Virtue of these Presents. *In Witness, &c.*

### *To receive Money on a Bond.*

——— And receive of *E. F.* of ——— the Sum of ——— due unto me in and by one Bond or Obligation, bearing Date the ——— and upon Non-payment thereof, to have, use and take all lawful Ways and Means, in my Name, or otherwise, for Recovery of the same by Attachment, Bill, Plaint, Arrest, or otherwise, and, *&c.*———

### *From a Sailor to his Wife, to receive his Wages, and all other Debts.*

——— Appoint my loving Wife *M. C.* my true and lawful Attorney, for me, and in my Name, and for my Use, to ask, demand and receive of and from all and every Person and Persons whatsoever, as well all such Sum and Sums of Money, as now are, or which shall or may at any Time hereafter become due and owing to me for Wages from any Ship or Ships to whom I now do or may belong; as also all other Monies now due, or to become due and owing to me by any other Ways or Means whatsoever, and upon Non-payment, *&c.*

*Note; It is usual at the End of a Sailor's Letter of Attorney to add his Will, beginning a new Paragraph at about an Inch Distance. Vide Title Wills. But by the Stat. of 9 & 10 W. 3. c. 41. § 6. No Will of a Seaman contained in the same Instrument, Paper, or Parchment, with a Letter of Attorney, shall be good in Law.*

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### *To receive a Legacy.*

**N**O W all Men by these Presents, That whereas *A. K.* late of———by her last Will and Testament, bearing Date———did give and bequeath unto me *M. G.* of———500 *l.* to be paid unto me upon my Sealing and Delivering a general Release to the Executors of the said *A. K.* and made and constituted *J. B.* of———her Executor, and shortly after died: And whereas the said *J. B.* hath proved the said Will, and the said *M. G.* hath sealed such General Release to the said *J. B.* as by the said Will is directed, and left the same in the Hands of her Attornies herein after-named, to be delivered to the said *J. B.* on Payment of the said 500 *l.* Now know ye, That I the said *M. G.* have made, ordained, constituted, deputed and appointed, and by these Presents do make, ordain, constitute, depute and appoint *J. E.* of———and *J. S.* of———my true and lawful Attornies jointly, and either of them singly, for me, and in my Name, and to my Use, to ask, demand and receive of and from the said *J. B.* the said Legacy of 500 *l.* so given and bequeathed to me the said *M. G.* by the said *A. K.* in her said Will as aforesaid; and upon Receipt thereof by my said Attornies, or either of them, to deliver the said General Release so sealed as aforesaid, or to give such other Discharge as shall be sufficient; I hereby ratifying, allowing and confirming all and whatsoever my said Attornies, jointly or separately, shall lawfully do in the Premises. In Witness, &c.

### *To receive and recover Rents.*

———(As in the first Letter of Attorney to) all such Rents and Arrearages of Rent which now are, or hereafter shall grow due from him the said *E. F.* out of and from all those my Lands, &c.———at——— and upon Non-payment thereof, for me and in my  
I 2 Name,



## Letters of Attorney.

Name, to enter into and upon the said *Lands* and Premises, and seise and distrain all or any Goods or Chattels that shall from Time to Time be found upon the Premises, or any Part thereof, or to make such Distress off the Premises as the Law permits; and the Distress or Distresses so made to detain until Payment of such Rent or Rents shall be made, or the same shall be delivered by due Course of Law, and for Non-payment to dispose thereof according to Law, or to proceed in my Name, or otherwise, by Action, Suit, Bill or Plaint, or take such other lawful Ways and Means for the Recovery thereof, as my said Attorney shall think fit: And on Receipt thereof, &c.——(as in the first).

*To demand Rent, and take Possession in order to Ejectment.*

———Receive of *E. F.* the Sum of———for one Half Year's Rent due to me at———last for———in———and on Receipt thereof to give a sufficient Discharge for the same; And on Default of Payment thereof, for me, and in my Name, to enter into, upon, and take Possession of the said———and Premises, and to detain and keep such Possession for my Use; and whatsoever my said Attorney shall lawfully do in the Premises, I do hereby ratify and confirm. *In Witness, &c* ——

*A Memorandum of a Demand of the Rent.*

**M**emorandum, That (by Virtue of the above Letter of Attorney) on ——the—— Day of———in the Year of the our Lord—— between the Hours of———in the——noon of the same Day, at the Fore Door of the House of the said *E. F.* he being there present, I demanded———*l.* for Half a Year's Rent due from the said *E. F.* to Mr. *A. B.* at———last, and

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and at the same Time shewed him the said Letter of Attorney.

*In the Presence of J. K.*

*C. D.*

### *A Memorandum of a Demand of Possession.*

**M**emozandum, That on *E. F.*'s refusing to pay the Rent above demanded, Mr. *A. B.* himself did, on——Day of——in the Year aforesaid, before Sun set, at the Fore door of the said House, demand Possession of the House and Lands above-mentioned, in the Presence of *C. D.*

*To demand Rent, and on Default of Payment to re-enter according to a Proviso for such Re-entry in a Lease.*

——To demand and receive of and from *J. L.* of——on the 28th Day next after the Feast of the Annunciation of the Blessed Virgin *Mary* next coming, at——commonly called or known by the Name of——situate, &c.——*l.* of lawful Money of *Great Britain*, which will become due unto me the said *F.* from the said *J. L.* at the said Feast of the Annunciation of the blessed Virgin *Mary* next coming, for one Half Year's Rent for the said Mesuage, Lands and Tenements, with the Appurtenances thereto belonging, which by an Indenture of Lease, bearing Date the——Day of——in the Year of our Lord——were by the said *A. B.* demised unto the said *J. L.* for a certain Term of Years yet unexpired: **And** for Default of Payment of the said——*l.* I give and grant unto my said Attorney, full Power and Authority to enter into and upon the said Mesuage and Premises by the before mentioned Indenture of Lease demised, and thereof, for me and in my Name, Stead and Place, to take Possession, to the Intent that the Indenture of Lease may become void, according to

## Letters of Attorney.

a certain Proviso in the said Indenture contained : And further, to do and perform all Things requisite and necessary to be done in and about the Execution of these Presents, according to the true Intent and Meaning thereof. *In Witness, &c.*

### *To take Possession of Lands newly purchased.*

—To take and receive peaceable and quiet Possession and Seisin of and in all that Mesuage or Tenement, and all and singular the Lands, &c. with the Appurtenances, situate, &c. lately bargained and sold by F. J. of — unto me the said R. C. And the same Possession so had and taken, to detain and keep, to the only Use and Behoof of me the said R. C. my Heirs and Assigns, according to the Tenor and true Meaning of the Indenture, whereby the said Premises are conveyed unto me : And I do hereby ratify, allow and confirm all and whatsoever my said Attorney shall do or cause to be done, in or about the Premises, by Virtue of these Presents. *In Witness, &c.*

### *To take Possession of a Mesuage extended by the Sheriff upon a Statute.*

—To take and receive of the now Sheriff of the County of S. peaceable and quiet Possession, as well of and in one capital Mesuage, &c. as of and in, &c. all and singular which said Lands and Premises were lately belonging unto R. R. and which the said Sheriff hath extended by Virtue of a Writ of Extent to him directed, on a Statute for — acknowledged and entered into by R. R. unto me the said R. C. giving and by these Presents granting unto my said Attornies, and each of them, full Power and Authority, for me, and in my Name, to do, execute and accomplish, all and whatsoever shall be needful and necessary to be done in or about the Premises,

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Premises, by these Presents: And I hereby ratify, allow and confirm, &c.

### *To sell an Estate.*

——To grant, bargain and sell **All** that, &c. (*the Parcels*) And also all my Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in, and unto the said Premises, and every Part and Parcel thereof unto *C. D.* of——his Heirs and Assigns for ever; and also for me and in my Name, Place and Stead, and as my proper Act and Deed, to execute, seal and deliver such Conveyances and Assurances of the said Premises unto the said *C. D.* his Heirs and Assigns, to the only Use and Beheof of him the said *C. D.* his Heirs and Assigns for ever, as shall be needful and requisite for the doing thereof, and as shall be to the good Liking and Approbation of the Counsel learned in the Law of the said *C. D.* his Heirs and Assigns, giving and by these Presents granting unto my said Attorney full Power and absolute Authority to do, execute and perform any Act or Acts, Thing or Things whatsoever, that shall be needful and necessary to be done, touching or concerning in any wise the Premises, or the Conveying or Assuring thereof to the Person and Uses aforesaid, in as full and ample Manner to all Intents and Purposes as I the said *A. B.* might or could do, if I was then and there personally present; and also ratifying, allowing and confirming all and whatsoever Act and Things my said Attorney shall do, or cause to be done by Virtue and according to the true Intent and Meaning of these Presents. In witness, &c.

### *To sell South-Sea Stock.*

——And to my Use, to sell, assign and transfer  
——*1. South-Sea Stock*, to which I am intitled, as by the Books of the Company appears, or any Part thereof, to such Person or Persons as shall buy and accept the same, at and for such Price, and in such



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Manner as my said Attorney shall think fit, and to receive the Consideration Money for the same; and upon Receipt thereof, Acquittances and Discharges for me, and in my Name, or otherwise, to make, sign and give; hereby ratifying, &c.

### *A Transfer of Stock entered in the Books of the South-Sea Company.*

**I** *A. B.* hereby sell, assign and transfer unto *C. D.* one Share in the Stock of the Company of \_\_\_\_\_ (or 100 *l.* *South-Sea* Stock) with all the present and future Interest, for the Sum of \_\_\_\_\_  
*Witness* my Hand the \_\_\_\_\_ Day of \_\_\_\_\_

*A. B.*

### *An Acceptance of the Stock.*

**I** *C. D.* do hereby accept the above Share in the Stock of \_\_\_\_\_ *Witness* my Hand, &c.

*C. D.*

### *A Power to receive Dividends of South-Sea Stock.*

*S I R,*

**P** R A Y pay to Mr. *A. B.* or Order, my Dividend for \_\_\_\_\_ *l.* Capital Stock, to which I am intitled in the Books of the *South-Sea* Company, for the Half Year due at *Lady Day* last, and this shall be your sufficient Warrant, dated at \_\_\_\_\_ the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_

*C. D.*

*To Mr. C. L. Accomptant  
 to the South-Sea Com-  
 pany.*

*To*

*To surrender Copyhold Lands to the Use of  
a Will.*

**W**H these Presents, I S. C. of ——— Son and  
Heir of J. C. do make, ordain and appoint  
T. C. of ——— and J. L. of ——— my true and law-  
ful Attornies, jointly and severally for me, and in  
my Name, Stead and Place, to surrender into the  
Hands of the Lord of the Manor of B. in the Coun-  
ty of S. according to the Custom of the said Manor,  
all and singular the Mesuages, Lands, Tenements  
and Hereditaments, with the Appurtenances, of  
me the said S. C. within the Manor aforesaid, and  
all such Mesuages, Lands, Tenements and Here-  
ditaments, with the Appurtenances, holden by  
Copy or Court-Roll of the Manor aforesaid,  
whereof the said J. C. my Father lately died seised,  
to the Use and Behoof of such Person and Persons,  
and for such Estate and Estates, as I the said S. C.  
by my last Will and Testament in Writing shall  
direct and appoint. In Witness, &c.

## Letters of Licence and Composi- tion.

*A Letter of Licence from Creditors to a  
Debtor.*

**I**D all People to whom these Presents shall  
come: We who have hereunto subscribed our  
Names, and affixed our Seals, Creditors of J. B.  
of, &c. ——— End Greeting. Whereas the said J.  
B. on the Day of the Date hereof is indebted unto  
us the several Creditors here under named in di-  
vers Sums of Money, which at present he is not  
able to pay or satisfy without Respite and Time to  
be given him for the Payment thereof: Know ye  
therefore, That we the said several Creditors, and  
each and every of us, Have given and granted,

## Letters of Licence, &amp;c.

and by Virtue of these our present Letters, We give and grant unto the said *J. B.* full and free Liberty, Licence, Power and Authority to go about, attend, follow and negotiate any Affairs, Business, Matters and Things whatsoever, to or at any Place or Places whatsoever, without any Let, Suit, Trouble, Arrest, Attachment or other Impediment to be offered or done unto him the said *J. B.* his Wares, Goods, Monies, or other Merchandizes whatsoever, or any of them, or any Part of them, by us, or by any of us, or by the Heirs, Executors, Administrators, Partners or Assigns, of us or any of us, or by our or any of our Means and Procurement to be sought, attempted or procured to be done, for and during——(*so long*) next and immediately ensuing the Day of the Date hereof: **And further** we the said Creditors here under subscribed do and each of us doth covenant and grant for ourselves, our Heirs, Executors, Administrators and Assigns, respectively, and not jointly one for another, nor for the Heirs, Executors, Administrators or Assigns of one another, to and with the said *J. B.* that we or each or any of us, our Heirs, Executors, Administrators and Assigns, or any of them, shall not, nor will, during the Time aforesaid, sue, arrest, attach or prosecute the said *J. B.* for or upon Account of our respective Debts, or any Part thereof, or of any of them; *And* that if any Hurt, Trouble, Wrong, Damage or Hindrance be done unto the said *J. B.* either in Body, Goods or Chattels, or any of them, within the aforesaid Term of—— next ensuing the Date hereof, by us or any of us the said Creditors, or by any Person or Persons, or by or through the Procurement, Consent or Knowledge of us, or any of us, contrary to the true Intent and Meaning of these Presents, that then the said *J. B.* by Virtue hereof shall be discharged and acquitted for ever against such of us the said Creditors, his and their Heirs, Executors, Administrators or Assigns, by whom and by whose Will,  
Means

## Letters of Licence, &c.

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Means or Procurement, he shall be arrested, attached, imprisoned, grieved or damnified, of all Manner of Actions, Suits, Quarrels, Dues, Debts, Charges, Sum or Sums of Money, Claims and Demands, whatsoever, from the Beginning of the World to the Day of the Date hereof. *In Witness,* &c.

### *Letter of Composition for Debts.*

**I** *D*all, &c. We *J. F.* and *F. J.* Creditors of *R. C.* and *C. R.* send *Greeting*. *Whereas* the said *R. C.* and *C. R.* are and do stand jointly indebted, and do owe unto us the said Creditors, divers Sums of Money which they are willing to satisfy and pay as far as they are able: *Now know ye,* That we the said Creditors, who have hereto subscribed our Names, and affixed our Seals, finding they the said *R. C.* and *C. R.* are by Losses and otherwise disabled to pay our full Debts, *Do severally* and respectively agree and bind ourselves, our Heirs, &c. to the said *R. C.* and *C. R.* by these Presents to accept and take of them the said *R.* and *C.* their, &c. after the Rate of ——— in the Pound, in full Satisfaction of all such Debts and Sums of Money, as they do jointly owe to us, and every of us respectively; the same to be paid at four equal Payments; the first Payment, &c. ——— so as the said *R.* and *C.* (for the more sure and better Payment of the several Sums of Money aforesaid, in Recompence and Satisfaction of our and every of our said several Debts, after the Rate of ——— in the Pound as aforesaid) their Executors or Administrators, do before the ——— become jointly and severally bound with sufficient Sureties unto us and every of us respectively, by Obligation and with double Penalties in due Form of Law to be made, sealed and delivered to us and each of us, or to our and each of our Utes, by the Appointments of us and each of us: *Provided always* that neither



## Letters of Licence, &amp;c.

ther these Presents, nor any thing herein contained, shall bind us, or either or any of us, who have hereunto subscribed our Names and put our Seals, until all and every of the Creditors aforesaid shall have sealed and subscribed the same, on or before the — next ensuing. In Witness, &c.

*An Indenture of Licence and Composition from Creditors to a Widow, to enable her to administer, &c.*

**T**HIS Indenture made, &c. Between J. F. F. J. and R. C. Creditors of C. R. late of — of the one Part, and R. R. Widow of the said C. R. of the other Part. Whereas the said R. C. at and before his Death was indebted unto the said Creditors in several Sums of Money; And whereas the said R. R. has since her said Husband's Death perused and examined his Estate and Effects, and finding that the same is far short of giving the said Creditors a full Satisfaction for their just Debts, hath hitherto forbore to take out Letters of Administration of the Goods, Chattels and Estate of her Husband, as to her properly does belong, according to the Laws of this Realm: And the said R. R. having acquainted the said Creditors therewith, they the said Creditors and each of them were and are willing, contented and pleased to accept of — in the Pound for their said Debts upon the Security of the said R. R. and to be paid at such Days and Times and in such Manner and Form as hereafter is limited, expressed and Declared: Now this Indenture witnesseth, That the said J. F. and F. J. and R. C. the Creditors before named, have given and granted, and by these Presents do give and grant unto the said R. R. their and every of their full Liberty, Leave, Consent and Approbation, that she the said R. R. shall and may have and take out, in her own Name, Letters of Administration of all and singular the Goods,

*Recital of Debts.*

*And of Examination and Insufficiency of Effects.*

*And of Consent to compound, &c.*

## Letters of Licence, &c.

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Goods, Chattels and Personal Estate of her said deceased Husband, without any Disturbance or Interruption from them, or either of them; And that the said Creditors before named do for themselves severally and respectively, and for the Executors and Administrators, of each of them, and not jointly nor the one for the other, Covenant, Promise and Grant to and with the said R. R. her Executors, Administrators and Assigns, That if the said R. R. her Executors or Administrators, do or shall on or before the — Day of — next ensuing the Date of these Presents, become bound in several Obligations, good and sufficient in the Law, in several reasonable Penalties, unto the said several Creditors before named, severally to be conditioned for the Payment unto them the said Creditors, their several Executors, Administrators or Assigns, of the Sum of — of lawful Money of *Great Britain*, for every Pound or 20 s. of their Due and principal Debts by the said C. R. in his Life time owing respectively as aforesaid, not accounting any Interest for the same, or any Part thereof, *to wit*, on the —, And shall and will also at the Costs and Charges of the said R. R. her Executors or Administrators, severally seal, and as their several Acts and Deeds, deliver unto or for the Use of the said R. R. several Acquittances or Discharges in Writing sufficient in Law, thereby acquitting and releasing as well the said C. R. his Executors, Administrators and Assigns, as also the said R. R. her Executors and Administrators, of all Debts, Bonds, Bills, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents: And the said Creditors, &c. severally and respectively every one by and for himself, his Executors and Administrators, and not jointly, nor the one for the other, do covenant, promise and grant to and with the said R. R. her Executors and Administrators, and every of them, by these Presents, That if either the said R. R. her Executors and Administrators, or her or their

*Covenant that if Securities be given by such a Day for Composition Money Acquittances, &c. to be given.*

## Letters of Licence, &amp;c.

*And if arrested, to be acquitted, &c.*

their Goods and Chattels, or the Goods or Chattels of her said late Husband, or any of them, shall at any Time or Times hereafter, until or before the said—Day of—be arrested, attached, sued, molested or troubled by the above named Creditors, or any of them, or by any other Person or Persons, or by their or any of their Means or Procurement, or in their or any of their Right or Rights, for or by Reason of any Debt or Debts, so to them or any of them owing by the said C. R. at the Time of his Decease; That then and from thenceforth she the said R. R. her Executors and Administrators, shall be acquitted, released and discharged against him or them by whom the said R. R. her Executors or Administrators, or her, their or any of their Goods or Chattels, shall be so arrested, attached, sued, molested or troubled, of and from all Debts, Actions, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents; and that these Presents to be pleaded, shall be a sufficient Discharge in that Behalf against him or them of the said Creditors, his or their Executors or Administrators, by whom, or by whose Means or Procurement, or in whose Right she the said R. R. her Executors or Administrators, her or their Goods or Chattels, or any of them, shall be so arrested, &c. contrary to the true Intent and Meaning of these Presents: ~~Provided~~ **Provided** always, That if the said Creditors above-named do not or shall not at any Time before the—sign, seal, and as their Act and Deed deliver in due Form of Law, one Part of these Presents unto or to the Use of the said R. R. that then these Presents, and every Thing therein contained, shall be void and of no Effect: **And** the said R. R. for herself, her Executors and Administrators, doth covenant and grant to and with the said Creditors, and every of them, their and every of their Executors and Administrators, That in Case all the said Creditors shall in due Form of Law sign, seal and deliver and execute one Part of these Presents

*Proviso that if Creditors don't deliver one Part of these Presents before a Day fixed, they are to be void. And cove-*

## Livery of Seisin, &c.

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Presents as aforesaid, unto or to the Use of the said *nant to de-*  
R. R. on or before the ——— That then she the *liver Bonds*  
said R. R. her Executors or Administrators, shall *on execu-*  
and will in due Form of Law make, or cause to be *ting it.*  
made, and duly seal and execute the said several  
Obligations, and deliver the same to or for the Use  
of the said Creditors upon or before the ——— In  
Witness, &c.

## Livery of Seisin and Attornments.

### *Livery by Feoffor to Feoffee.*

**B**E it remembered, That this ——— Day of  
—— in the Year of our Lord ——— peaceable  
and quiet Possession and Seisin of the said Mesuage  
and Lands, and other the Premises in this Deed  
contained, was delivered by the within named R.  
R. to the within named J. F. according to the  
Form and Effect of this Deed, in the Presence of  
us whose Names are hereunto subscribed.

### *Livery by Attornies named in the Deed.*

—— Was taken, had and delivered by J. J.  
and F. F. the Attornies within named, to the  
within named R. C. according to the Tenor and  
true Meaning of this present Indenture, in the Pre-  
sence ———

### *Another.*

—— Of all and singular the Lands, &c.  
within granted, or mentioned to be granted, was  
taken and had by the within named J. F. for and  
in the Name of F. J. within mentioned, and af-  
terwards was for and in the Name of the said F. J.  
delivered by the said J. F. unto the within named  
R. C. according to the Authority within given, to  
hold



## Livery of Seisin, &c.

hold to him the said R. C. his Heirs and Assigns, according to the Form and Effect of this present Deed, in the Presence of us whose Names are hereunder written.

### *An Attornment of one Tenant.*

**W**<sup>E</sup> it remembered, That the within named R. C. Lessee of all, &c. within mentioned, after the Sealing and Delivery of these Presents, having heard these present Indentures read, and taken perfect Notice and Knowledge of the Contents thereof, doth consent and agree thereunto; and on the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year within mentioned, did attorn Tenant unto the within named A. B. upon the said Grant, according to the Form and Effect thereof, by the Payment of 6 *d.* of lawful Money of *Great Britain* in the Name of Attornment, in the Presence of us whose Names are hereunto subscribed.

### *Livery and Attornment together.*

**W**<sup>E</sup> it remembered, That on the \_\_\_\_\_ peaceable and quiet Possession and Seisin of the, &c. within specified, was taken and had and delivered by the Attorney within named, to the within named R. C. according to the Tenor and true Meaning of this present Indenture, and likewise the Day and Year abovesaid, A. B. C. D. and E. F. being Tenants of the Premises by several Leases to them made of their respective Tenancies did severally attorn Tenants to the said R. C. according to this present Grant, whereof they and every of them had full and perfect Notice, at the Time of their said respective Attornments; all which was done in the Presence of the Persons whose Names are hereunto subscribed.

We:

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## Memorials.

### *Of a Lease for a Year.*

A Memorial to be registred, pursuant to an *Preamble*.  
 Act of Parliament made in the seventh Year  
 of her late Majesty Queen *Anne*, Intitled,  
 An Act for the publick Registring of Deeds,  
 Conveyances, Wills, and other Incumbrances  
 which shall be made, or that may affect any  
 Honours, Manors, Lands, Tenements or  
 Hereditaments within the County of *Middle-*  
*sex*, after the nine and twentieth Day of *Sep-*  
*tember* 1709.

A Indenture, bearing Date the ——— } *A.*  
 Day of ——— in the ——— Year of the } and  
 Reign of our Sovereign Lord *George* the Second, } *B.*  
 by the Grace of God, of *Great Britain, France* Registred  
 and *Ireland* King, Defender of the Faith, &c. at *Half an*  
 and in the Year of our Lord ——— made be- Hour past  
 tween *J. A.* of ——— of the one Part, and *R. R.* ——— in the  
 of ——— of the other Part, purporting to be a Forenoon of  
 Lease for a Year, to vest the Possession of and the — Day  
 concerning all that Mesuage or Tenement, with of — upon  
 the Appurtenances, situate, lying and being in the *Affida-*  
 ——— in the said County of *Middlesex*, late in wit of *W.*  
 the Tenure and Occupation of ——— called or by *T. Jones*  
 known by the Name of ——— and all Buildings, *Register.*  
 Yards, Gardens, Back sides, Ways, Easements,  
 Profits, Commodities and Appurtenances whatso-  
 ever, to the said Premisses belonging, or in any  
 wise appertaining, or accepted, reputed or known  
 as Part, Parcel or Member thereof, and the Re-  
 version and Reversions, Remainder and Remain-  
 ders, Rents, Issues and Profits of all and singular  
 the said Premisses :

Which

## Memorials.

Which said Indenture of Lease is witnessed by  
*T. A.* of \_\_\_\_\_ in the Parish of \_\_\_\_\_ in the  
 County of \_\_\_\_\_ Esq; and *J. W.* of \_\_\_\_\_  
 Gent': And is hereby required to be registred,  
 pursuant to the said Act by me the said *J. A.* the  
 Grantor: As witness my Hand and Seal the  
 \_\_\_\_\_ Day of \_\_\_\_\_ 1740.

*Signed and sealed in  
 the Presence of*

*J. A.*

## Of a Release.

A Memorial to be registred pursuant to, &c.  
 (as before.)

*A.* } **A** Indenture dated the \_\_\_\_\_ made be-  
*and* } tween *J. A.* of \_\_\_\_\_ of the one Part, and  
*R.* } *R. R.* of \_\_\_\_\_ of the other Part, purporting  
*Registered* to be a Release of all and singular the same Pre-  
*at Half an* misses mentioned in a Lease for a Year, bearing  
*Hour past* Date the Day before the Day of the Date of the  
 \_\_\_\_\_ in the said Release, and made between the said *J. A.* of  
*Forenoon of* the one Part, and the said *R. R.* of the other  
*the—Day* Part; a Memorial of which is registred at the  
*of the—* same Time herewith; which Indenture of Release  
 1740, upon is witnessed by *T. A.* of \_\_\_\_\_ Esq; and *J. W.*  
*the Oath of* of \_\_\_\_\_ Gent. and is hereby required to be re-  
 Williams; gistred by me the said *J. A.* the Grantor in the  
*by T. J.* said Indenture of Lease: As witness my Hand  
*Register.* and Seal this \_\_\_\_\_ Day of \_\_\_\_\_

*Signed and sealed in  
 the Presence of*

*J. A.*

*of*

*Of a Bargain and Sale to be inrolled.*

**A Memorial, &c. (as before.)**

**A** **N** Indenture dated the \_\_\_\_\_ made be- A. and R.  
Registered,  
&c. (as be-  
fore.  
tween *J. A.* of \_\_\_\_\_ of the one Part, and  
*R. R.* of \_\_\_\_\_ of the other Part, purporting  
a Deed of Bargain and Sale to be inrolled of and  
concerning the same Premises mentioned in a  
Lease for a Year, bearing Date the Day next  
before the Day of the Date of the said Indenture  
of Bargain and Sale (*or as the Date is*) and  
made between the said *J. A.* of the one Part,  
and the said *R. R.* of the other Part; a Memo-  
rial whereof is registred at the same Time here-  
with (*or as the Time is*) which Indenture of Bar-  
gain and Sale is witnessed by *T. A.* of \_\_\_\_\_  
and *J. W.* of \_\_\_\_\_ and is hereby required  
to be registred by me the said *J. A.* the Grantor  
in the said Deed of Bargain and Sale mentioned:  
**As witness** my Hand and Seal this \_\_\_\_\_  
Day of \_\_\_\_\_

Signed, &c.

J. A.

*Of a Lease for Years.*

**A Memorial, &c. (as before.)**

**A** **N** Indenture of Lease, bearing Date the C. and C.  
Registered,  
&c.  
\_\_\_\_\_ made between *W. C.* of \_\_\_\_\_ of  
the one Part, and *J. C.* of \_\_\_\_\_ of the other  
Part; whereby the said *W. C.* for the Consider-  
ations therein mentioned, did demise to the said  
*J. C.* all that \_\_\_\_\_ situate, lying and being  
\_\_\_\_\_ abutting \_\_\_\_\_ now in the Tenure or  
Occupation of the said *J. C.* **To hold** for the  
Term of \_\_\_\_\_ Years, to commence from \_\_\_\_\_  
at



## Memorials.

at the yearly Rent of———*l.* of good and lawful Money of *Great Britain*; which said Indenture of Lease is witnessed by——— and is hereby required to be registered, pursuant to the said Act, by me the said *J. C.* the Lessee in the said Indenture: *As witness, &c. (as before.)*

*Signed, &c. (as before)*

*J. C.*

### Of a Mortgage for Years.

#### A Memorial, &c.

*D. and W.  
Registered  
&c.*

**A** *Memorial* of Mortgage, dated the——— made between *W. D.* of——— of the one Part, and *J. W.* of——— of the other Part; whereby the said *W. D.* for and in Consideration of———*l.* demised unto the said *J. W.* All that——— situate and being in——— and called or known by the Name of——— now in the Tenure of——— To hold unto the said *J. W.* for the Term of——— Years; subject nevertheless to a Proviso, That the same shall be void on Payment of the Sum of———*l.* and lawful Interest for the same, on the——— Day of——— 1742. which said Indenture of Mortgage is witnessed by——— and is hereby required to be registered, pursuant to the said Act of Parliament, by me the said *W. D.* the Grantor in the said Deed: *As witness, &c.*

*Signed, &c.*

*W. D.*

### Of an Indorsement.

#### A Memorial, &c. (as before.)

*E. and V.  
Registered,  
&c.*

**A** *Memorial* of Indorsement, dated the——— Day of——— made from *J. E.* of——— and *W. V.* of——— on the back of a Mortgage Deed, dated the

## Memorials.

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the——— and made between the said *J. E.* of the one Part, and the said *W. V.* of the other Part, of and concerning all that——— situate and being in——— now in the Tenure or Occupation of *J. D.* which said Indorsment is witnessed by *J. C.* of——— and *R. W.* of——— and is hereby required to be registered by me the said *J. E.* the Grantor:  
As witness, &c.

Signed, &c.

*J. E.*

## Of a Will.

### A Memorial, &c.

A Will, dated the——— made by *J. F.* of *F. and L.* of and concerning all that *Mesuage Registered and Tenement* in——— late in the Tenure and &c. Occupation of *G. L.* (or if the Words of the Will be general, then say) of and concerning all the Lands, Tenements or Hereditaments which the said *J. F.* died possessed of in the County of——— which said Will is witnessed by *J. G.* of——— and *T. W.* of——— and *E. F.* of——— This Memorial therefore is desired to be registered, pursuant to the abovesaid Act by me *E. L.* one of the Devisees in the said Will mentioned:  
As witness, &c.

Signed, &c.

*E. L.*

## Of a Judgment.

### A Memorial, &c.

Between *T. W.* Gent. Plaintiff, and *W. G. G. and W.* late of the Parish of——— in the County of *Registered*, ——— Etq; Defendant, of a Plea of Debt for 100 l &c.  
for Costs 63 s.

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**Memorials.**

**I** do hereby certify, that Judgment was signed  
in this Cause the — Day of —

*Samuel Clarke.*

*In the King's Bench.*

**J. G.** of — maketh Oath, That he saw  
**S. C. Esq;** the Secondary of the Court of *King's  
Bench*, sign the Certificate of the Judgment in the  
Memorial above-mentioned.

Sworn the — Day of  
— before —

**J. G.**

*In the Common Pleas.*

— That he saw *George Gooke, Esq;* Chief  
Prothonotary of the Court of *Common Pleas*, sign  
the Certificate in the Memorial above-mentioned:  
Or,

— That he saw — *Thompson, Esq;* second  
Prothonotary of the Court of *Common Pleas*, sign,  
&c. Or,

— That he saw *John Borrett, Esq;* one of  
the Prothonotaries in the Court of *Common Pleas*,  
sign, &c.

*In the Exchequer.*

— That he saw *T. M. Esq;* Clerk of the Pleas  
of the Court of *Exchequer*, sign, &c.

*Of a Statute.***A Memorial, &c.**

H. and A.  
registered,  
&c.

**W.** of the Parish of — in the County  
of — Gent. at the City of *Bristol*  
in the County of *Somerset*, before **J. G. Mayor,**  
and

## Memorials.

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and *J. W.* Clerk, acknowledged himself to owe  
*W. A.* of the Parish of——in the County of——  
Esq;——*l.* to be paid unto him the said *W. A.* the  
——Day of——

**I** do hereby certify, That the Statute above-  
mentioned was inrolled the——Day of——  
*T. M.*

*J. M.* Clerk to Mr. *W. N.* of——Gent. maketh  
Oath, That he saw Sir *T. M.* Clerk of the Statutes,  
sign the Certificate above-mentioned.

*J. M.*

Sworn the——Day  
——before——

### Of a Recognizance in Chancery.

#### A Memorial, &c.

**K.** *A.* of the Parish of——in the Coun- *J. and P.*  
ty of——Esq; before the Lord the *Registered,*  
King in his Chancery, acknowledged himself to &c.  
owe *G. P.* of——Merchant——*l.* dated the ——  
Day of——

**I** do hereby certify, That the Recognizance  
above-mentioned, was inrolled in the High Court  
of Chancery the——Day of——  
By *T. J.*

*W. V.* Clerk to Mr. *J. T.* of——maketh  
Oath, That he saw Mr. *T. J.* sworn Clerk, to  
execute the Office of Inrolment in the High Court  
of Chancery, for the County of *Middlesex*, sign the  
Certificate above-mentioned.

*W. V.*

Sworn the——Day  
of——before *I. P.*

*A Cer-*



## Memorials.

*A Certificate of Mortgage Money being paid.**To the Register for the County of Middlesex.*

W. and D. **J. W.** of \_\_\_\_\_ do hereby certify, That *W.*  
*Entered the* **J. D.** of \_\_\_\_\_ hath paid and satisfied all  
 —Day of such Sum and Sums of Money as were due and  
 —upon the owing upon a Mortgage made by the said *W. D.*  
 Oath of to me, bearing Date the \_\_\_\_\_ Day of \_\_\_\_\_ and  
 M. and H. registered at \_\_\_\_\_ of the Clock in the Forenoon  
 by T. J. of the \_\_\_\_\_ Day of \_\_\_\_\_ following, in full Dis-  
 Register. charge of the same: And I do hereby require an  
 Entry of such Payment and Satisfaction to be made  
 pursuant to the Act of Parliament in that Case made  
 and provided: As witness my Hand this \_\_\_\_\_  
 Day of \_\_\_\_\_

Attested by W. M. of \_\_\_\_\_  
 J. H. of \_\_\_\_\_

*J. W.**The Entry of the said Certificate.*

W. and D. **M**emozandum, That upon the Certificate of  
*Registered,* the within named *J. W.* dated the \_\_\_\_\_  
 &c. Day of \_\_\_\_\_ proved by the Oaths of *W. M.*  
 of \_\_\_\_\_ and *J. H.* of \_\_\_\_\_ that all Monies  
 due on the within-mentioned Mortgage, is fully  
 paid and certified in Discharge of the same; *this Entry in Discharge thereof is made pursuant to the said Act of Parliament, this \_\_\_\_\_ Day of \_\_\_\_\_*

*By Tho. Jones, Register.*

*By the Statute 7 Anne, A Memorial of all Deeds and Conveyances, and Wills and Devises in Writing, made after the 29th of September 1709. to affect any Honours, Manors, Lands, Tenements or Heredi-*

*Hereditaments in Middlesex, is to be registered, or shall be adjudged fraudulent and void against any subsequent Purchaser or Mortgagee for valuable Considerations; and no Judgment, Statute or Recognizance (other than in the Name, and upon Account of his Majesty) obtained after that Day, to effect any Honours, &c. in Middlesex, but only from the Time of entering the Memorial at the Register's Office.*

*Where there are more Deeds than one to a perfect Conveyance or Security, the Parcels and Places where they lie, need only be mentioned in one Memorial, and the others refer to that.*

*The Act requires only the Dates, Persons Names, Additions, Parcels, Witnesses Names, and their Additions and Places of Abode, to be contained in the Memorial; but 'tis usual to make a short Recital.*

*These Memorials are to be on Vellum or Parchment; some have them on double Six-penny Stamp; others without a Stamp; the Register receives both, and to be signed and sealed in common Form by one of the Grantors or Grantees, his or their Executors, Administrators, Guardians or Trustees, attested by two Witnesses; and one of the Witnesses to the Deed must be a Witness to the Memorial, who is to make Oath of the due Execution of both before the Register; and also produce the Deed, Grant, or Will at the same Time.*

*The Memorial, Certificate and Affidavit of a Judgment, Statute or Recognizance is written on one Piece of Parchment, with a double Six penny Stamp.*  
*Qu. If the Stamp is necessary?*

*The Memorials are to be left in the Office, and after they are registered, the Register certifies the same upon the Back of the Deed, which Certificate is Evidence in Courts of Record.*

*Upon Certificates of Mortgage Money paid (where the Memorial is registred) and signed by the Mortgagee, his Executors, Administrators or Assigns, attested by two Witnesses, and Oath that the Money is paid, and*

## Mortgages.

of signing the Certificate, the Register to make an Entry thereof in the Margin of the Register Book against the Registry of the Memorial, and to file the Certificate. This Certificate should be upon Parchment (without a Stamp.)

The Act requires the Office Hours to be from Nine till Twelve, and from Two till Five every Day, except Sundays and Holy-days.

## Mortgages.

*A Mortgage by Lease for 1000 Years.*

**T**HIS Indenture made, &c. Between  
*T. W.* of ——— one of the Sons of *H. W.*  
 late of ——— deceased of the one Part, and *R. L.*  
 of ——— Yeoman, of the other Part, Witnesseth,  
 That for and in Consideration of the Sum of ———  
 of lawful Money of Great Britain, to the said  
*T. W.* in Hand paid by the said *R. L.* at and be-  
 fore the Sealing and Delivery hereof, the Receipt  
 whereof the said *T. W.* doth hereby acknowledge,  
 and thereof, and of every Part and Parcel thereof  
 doth freely, clearly and absolutely acquit, exonerate  
 and discharge the said *R. L.* his Executors, Admin-  
 istrators and Assigns by these Presents, He the said  
*T. W.* hath demised, granted, and to farm letten,  
 and by these Presents doth, &c. unto the said  
*R. L.* his Executors, Administrators and Assigns,  
 all that Mesuage or Tenement, situate, &c. and  
 bounded as followeth, *to wit*, ——— now or late in  
 the Tenure or Occupation of ——— his Undertenants  
 or Assigns, together with all Barns, Stables, Edi-  
 fices, Buildings, Gardens, Orchards and Backsides  
 thereto belonging, together also with all Lands,  
 Meadows, Feedings, Marsh - Lands, Coppice-  
 Grounds, Woods and Underwoods thereto belong-  
 ing, or therewith used, occupied or enjoyed, con-  
 taining

taining in the whole by Estimation——Acres, be the same more or less; and also all Commons, Common of Pasture, Timber, Ways, Waters, Water-courses, Rights, Members, Privileges, Advantages, Profits, Emoluments and Appurtenances whatsoever, to the said Mesuage or Tenement, Lands, Hereditaments and Premises belonging or appertaining, or accepted, reputed, taken or known for or as Part, Parcel, or Member thereof; (all which said Premises the said *H. W.* did in and by his said last Will and Testament, bearing Date on or about——give and bequeath unto the said *T. W.* and his Heirs for ever;) and also all other the Mesuages or Tenements, Lands, Hereditaments and Premises whatsoever of him the said *T. W.* whereof or wherein the said *T. W.* or any other in Trust for him, have or hath any Estate of Freehold or Inheritance in Possession, Reversion or future Expectancy, situate, lying or being in ——afore said; and the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Title, Interest, Property, Claim or Demand whatsoever of him the said *T. W.* of, in and to the same, and all Deeds, Writings and Evidences, touching and concerning the said Premises, which he the said *T. W.* hath in his Hands or Custody, or can come by without Suit in Law; **To have and to hold** all and singular the said Mesuages or Tenements, Lands, Hereditaments or Premises hereby demised, or meant, mentioned, or intended to be hereby demised, with their and every of their Rights, Members and Appurtenances, unto the said *R. L.* his Executors, Administrators and Assigns, from the Day of the Date hereof, unto the full End and Term of 1000 Years next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the said Term, unto the said *T. W.* his Heirs or Assigns, the yearly Rent of one Pepper-corn at the Feast of *St. Michael* the Archangel, if it be

K 2

lawfully



*Proviso of Redemption* lawfully demanded : **Provided** always and upon this Condition, that if the said *T. W.* his Heirs, Executors or Administrators, shall and do well and truly pay, or cause to be paid unto the said *R. L.* his Executors, Administrators or Assigns, the Sum of—*l.* of lawful, &c. on the—next ensuing the Day of the Date hereof, without any Deduction or Abatement on any Account or Pretence whatsoever ; **That** then this present Indenture, and every Matter, Clause and Thing herein contained shall cease, determine and be void, and of no Effect, to all Intents and Purposes whatsoever ; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *T. W.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise, grant and agree, to and with the said *R. L.* his Executors, Administrators and Assigns, by these Presents, that he the said *T. W.* his Heirs, Executors or Administrators, shall and will, well and truly pay, or cause to be paid unto the said *R. L.* his Executors, Administrators or Assigns, the said Sum of—*l.* at the Day and Time before mentioned for payment thereof, according to the true Intent and Meaning of these Presents. (*Add Covenant to enter, and for peaceable Enjoyment, that Mortgagor is right Owner and lawfully seised, and hath Power to grant. Free from Incumbrances. For*

*Covenant to pay the Mortgage Money.*

*Warranty.* further Assurances. Vid. Tit. **Covenants.** **And** lastly, That he the said *T. W.* and his Heirs, from and after the said Breach, the said hereby granted Premises unto and upon the said *R. L.* his Executors, Administrators and Assigns, for and during the said Term, against him the said *T. W.* and his Heirs, and all and every other Person and Persons whatsoever, lawfully claiming or which shall or may at any Time or Times hereafter lawfully claim, from, by or under him, shall and will warrant and defend by these Presents. **In** Witness, &c.

Take

*Take a Bond to pay the Money, and for the Performance of Covenants.*

*A Mortgage in Fee by Lease and Release.*

*See Title Lease and Release, for a Lease for a Year to precede a Release.*

*Release.*

**T**HIS Indenture made, &c. between  
 &c. Witnesseth, &c. All, &c. To have  
 and to hold, &c. (as in the Release, Title, Lease  
 and Release, to the End of the Habendum,) his  
 Heirs and Assigns for ever, (and then add this Pro-  
 viso,) **Provided** always, and it is hereby cove-  
 nanted, concluded, declared and agreed, by and  
 between all and every the said Parties to these Pre-  
 sents, and the true Intent and Meaning of them,  
 and of these Presents, is, That if the said — his  
 Heirs and Assigns, do and shall well and truly pay,  
 or cause to be paid unto the said — his Executors,  
 Administrators or Assigns, the full Sum of —  
 in and upon — next ensuing the Date of  
 these Presents, without any Deduction or Defal-  
 cation for Taxes, Assessments, or any other Imposi-  
 tions whatsoever, either Ordinary or Extraordi-  
 nary; that then and from thenceforth these Pre-  
 sents, and every thing therein contained, shall cease  
 and be void; any thing herein contained to the  
 contrary thereof in any wise notwithstanding. **And** *Covenant*  
 the said — for himself, his Heirs and Assigns, *to enter on*  
 doth covenant and grant to and with the said *Default of*  
 — his Executors, Administrators and Assigns, *Payment,*  
 That, &c. (A Covenant to pay the Mortgage Mo- *and for*  
 ney as in the last Precedent.) **And** also, That *peaceable*  
 the said — his Heirs and Assigns, shall and may *Enjoyment.*  
 from Time to Time, and at all Times, after De-  
 fault

## Mortgages.

fault shall be made in the Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said—and Premises above-mentioned, with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption or Denial of him the said—his Heirs and Assigns, and of all and every other Person or Persons whatsoever. (*And add other Covenants as in the last Precedent.*) In Witness, &c.

A Schedule of Writings to be annexed to a Mortgage.

*A Schedule of Writings in the Hands of A. B. which are to be redelivered, when the Monies secured by the Indentures, whereunto this Schedule is annexed, are paid.*

22<sup>nd</sup> 23  
Septemb.  
Ann. 3.  
Jac. I.

ONE Indenture of Lease, and another of Release of that Date, the Release made between—purporting a Conveyance of several Mesuages, &c. —in—from the said A. B. to the said C. D. and his Heirs, with the Tenants Attornment thereon indorsed.

13 Janu-  
ary 14  
Jac. I.

One Indenture of that Date made between —purporting a Conveyance from the said —of—in—to the said —and his Heirs, defeasible on Re-payment of —and Interest.

Easter  
Term 14  
Jac. I.

The Chirograph of a Fine then levied, between —Plaintiff, and—Deforceants.

10 June  
20 Car. II.

One Indenture of that Date made between —purporting a Deed to lead the Uses of the Fine above-mentioned.

One

One Indenture of that Date inrolled in Chancery *October*  
made between——purporting a Deed to lead the 10, 1702.  
Uses of a Recovery.

The Exemplification of a Recovery suffered in —*Term.*  
that Term pursuant to the last Deed of the Premises  
granted by——in the County of G.

One Deed poll of that Date purporting an absolute Release of the Tenement granted by——to *November*  
the said——and his Heirs. 9, 1703.

One Indenture of that Date purporting a De- *December*  
mise of the said Mesuage called —— in —— 10, 1704.  
to the said J. S. in trust for——and to attend  
the Fee.

One Indenture of Lease of that Date made *September*  
between——purporting a Lease of the Mesuage called —— for 21 Years, at the yearly  
Rent of——. 11, 1705.

*An Indorsement on a Mortgage Deed,  
charging the Lands with a further  
Sum.*

**W**hereas the within named E. N. hath on  
the Day of the Date of these Presents, advanced and lent unto the within named L. H. the  
further Sum of 100 l. Now these Presents witness, That for and in Consideration of the said  
Sum of 100 l. of lawful Money of Great Britain, to the said L. H. in Hand well and truly  
paid by the said E. N. at or before the Ensealing and Delivery of these Presents, the Receipt where-  
of the said L. H. doth hereby acknowledge, and thereof, and of every Part and Parcel thereof,  
doth acquit, release and discharge the said E. N.



## Mortgages.

his Heirs, Executors, Administrators and Assigns, for ever, by these Presents, he the said *L. H.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *E. N.* his Executors, Administrators and Assigns, by these Presents, that all and singular the Lands, Tenements and Hereditaments, mentioned and comprized in the within recited Indentures of Lease and Release, bearing Date respectively the ——— Day of ——— and also all and singular the within mentioned Parsonage, Glebe Lands, Tithes, Lands, Tenements and Hereditaments, in the Parish of ——— in the County of *K.* and the within mentioned *V.*'s Portion of Tithes, in the Parishes of *B.* and *B.* in the said County of *K.* and every Part and Parcel of them, and every of them, with their and every of their Appurtenances, shall from henceforth stand, remain and be charged and chargeable with and be a Security to the said *E. N.* his Executors, Administrators and Assigns, for the Payment of the said further Sum of 100 *l.* now lent, with lawful Interest for the same, on the ——— Day of ——— now next ensuing, and which will be in the Year of our Lord 1745, and shall not be redeemed or redeemable, until as well the said Sum of 100 *l.* now lent, with Interest for the same as aforesaid, as also the Sum of 1400 *l.* secured by the said Indenture of Release, dated the ——— Day of ——— and the Sum of 300 *l.* secured by Indorsement, dated the ——— Day of ——— made on the Back of the said Release; and also the Sum of 100 *l.* secured by one other Indorsement, dated the ——— Day of ——— made on the Back of the within written Indenture, and also the Sum of 100 *l.* secured by one other Indorsement, dated the ——— Day of ——— made also on the Back of the within written Indenture, and all Interest due for the same Sums respectively, shall be fully paid and satisfied unto the said *E. N.* his Executors, Administrators

## Notices.

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or Assigns; any thing in the said recited Indenture of Release, the within written Indenture aforesaid, Indorsements, or any of them, to the contrary thereof in any wise notwithstanding. And the said *L. H.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *E. N.* his Executors, Administrators and Assigns, by these Presents, That he the said *L. H.* his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *E. N.* his Executors, Administrators or Assigns, the said Sum of 100 *l.* of lawful Money of *Great Britain* now lent, with lawful Interest for the same, on the said——— Day of——— now next ensuing, without any Deduction or Abatement whatsoever out of the same, for or on Account of Taxes or other Things whatsoever. *In Witness, &c.*

## Notices.

### *Of Trial.*

*A. B.* against *C. D.*

Mr. *F.*

**T**ake Notice that this Cause will be tried at the next Assizes to be held for the County of———

Yours

*O. M.*

### *Of Inquiry.*

Between { *A. B.* Plaintiff,  
and  
*C. D.* Defendant.

Mr. *N.*

**T**ake Notice that a Writ of Inquiry of Damages in this Cause will be executed on  
K 5 the

## Notices.

the — Day of — at 10 o'Clock in the Forenoon of the same Day, at the Sign of the — in — in the County of — Dated the — Day of —

Yours, &c.

H. J. Attorney for the Plaintiff.

### *Notice of Declaration in the Court of King's Bench.*

Mr. D. E.

**T**AK E Notice that a Declaration is filed against you (*if de bene esse say so*) of this Present — Term in the King's Bench Office in the Inner Temple, London, at the Suit of P. Q. in an Action of Trespass on the Case (*or whatever the Action is*) for Goods sold (*Money lent, Money due on the Ballance of Accounts stated, &c.* as the Case is): And unless you plead to the said Declaration within \* — Days from the Date hereof, Judgment will be signed against you by Default. Dated this — Day of — 1740.

*\* When the Process is returnable the first or second Return of any Term, and the Plaintiff declares in*

Yours

P. P. Attorney for the Plaintiff.

### *The like in the Common Pleas.*

— As of this present — Term in London or Mr. Prothonotary —'s Office in — Middle- London, at the Suit of P. Q. in an Action of, &c. *lex, and (as before.)*

*the Defendant lives within 20 Miles of London, to plead in four Days. And if the Plaintiff declares in any other County or the Defendant lives above twenty Miles from London, to plead in eight Days. Reg. Trin. 5 & 6 G. 2. B. R. & Mic. 3 Geo. 2. C. B.*

And

*And if the Declaration is filed or delivered de bene esse at the Return of the Process in the Common Pleas, the Defendant must plead in the Times above mentioned; but in the King's Bench per Reg. Cur' Mich. 10 Geo. II. upon all Process returnable the first or second Return of any Term, where no Affidavit of the Cause of Action is filed, the Defendant must plead in eight Days; and if such Affidavit is filed, in four Days.*

*And both in B. R. and C. B. where the Process is returnable the first or second Return of any Term, and the Declaration is not filed before the last four Days in the Term, wherein the Process is returnable, or if returnable of any other, than the first or second Return, the Notice must be for the Defendant to plead within the first four Days of the next Term.*

*Notice to put a Landlord into Possession, and to make void his Lease, where the Tenant holds at Rack Rent, or where the Rent is three Quarters of the yearly Value of the Premises, and owes for one Year, and deserts the Premises, uncultivated, so as no sufficient Distress can be had: Pursuant to Stat. 11 G. 2. c. 19.*

**WE** whose Names are hereunto subscribed, being two of his Majesty's Justices of the Peace for the County of *Middlesex*, (in Pursuance of an Act of Parliament made in the Eleventh Year of his present Majesty's Reign, intituled, *An Act for the more effectual securing the Payment of Rents and preventing Frauds by Tenants*; and at the Request of ——— Landlord of the within Premises) having been upon and viewed the within House



## Partition.

House, Yard, Stable and Appurtenances there-  
to belonging, do find the same deserted and unoc-  
cupied; and the said——claiming the Sum of  
—— for one Year's Rent due on——last;  
there not appearing to us that a sufficient Distress  
can be had to countervail the Arrears of the said  
Rent, **We do therefore give Notice**, that we will  
return to take a second View thereof on ——  
next; and if upon such second View the Tenant  
of the above mentioned Premises, or some Person  
on his Behalf, shall not then appear, and pay the  
said Rent in Arrear, or there shall not be sufficient  
Distress upon the Premises, we shall put the said  
——into Possession of the Premises, and the Lease  
thereof will from thenceforth become void. **Wit-**  
**ness** our Hands this——Day of——in  
the Year of our Lord——

## Partition.

### *Partition of Copartners.*

**T**HIS Indenture, made, &c. Between  
R. C. of the one Part, and J. F. of the  
other Part: Whereas the said Parties to these  
Presents have been of late Copartners together in  
the Trade of, &c. and by Reason of the said  
Joint Trade and Dealing divers Debts have be-  
come and are due and owing unto the said R. C.  
and J. F. For divers Goods and Wares; and also  
the said R. C. and J. F. are and stand engaged for  
divers Sums of Money; **And whereas** also the  
said Parties for divers good Reasons them moving,  
have concluded and agreed to put an End to their  
Joint Trade and Copartnership; and the said R. C.  
is contented, and has agreed for the Consideration  
hereafter mentioned, to assign unto the said J. F.  
all

all the Debts and Sums of Money which are due and owing unto them the said R. C. and J. F. jointly : And the said J. F. hath likewise agreed and undertaken to discharge and pay all Debts and Sums of Money, which they the said R. C. and J. F. do jointly owe to any Person or Persons for or by Reason of their said joint Trade or Co-partnership : Now this Indenture witnesseth, that the said R. C. for the Consideration hereafter in these Presents mentioned, doth grant, assign and set over unto the said J. F. his Executors, Administrators and Assigns, all and singular such Debts and Sums of Money as are owing to him the said R. C. severally or jointly with the said J. F. for or concerning the said joint Trade, and all his Right, Title, Interest, Property, Claim and Demand whatsoever, in and to the said Debts, or any of them ; and also all and singular Bills, Bonds and Specialties and Writings whatsoever, for and concerning the said Debts, and the late Copartnership between them ; all which said Debts are mentioned and expressed in a certain Schedule hereunto annexed ; To have and to hold all and every the said Debts, Specialties and Writings unto the said J. F. his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, without any Manner of Account therefore to be given to him the said R. C. his Executors, Administrators or Assigns : And the said R. C. doth by these Presents give and grant to the said J. F. his Executors, Administrators and Assigns, full Power and Authority to ask, levy, recover and receive in the Name of the said R. C. by all such lawful Ways and Means as should be thought requisite by the said J. F. his Executors, Administrators or Assigns, all and singular the said Debts and Sums of Money expressed in the said Schedule, for and to the only Use and Behoof of the said J. F. his Executors, Administrators and Assigns, without any Account to be made, had or given

## Partition.

given for the same, or any Part thereof: **And** further, That if the said R. C. or his Assigns, or any Person or Persons, by Virtue of any Power or Authority derived from them, have at any Time heretofore received, released or discharged any of the said Debts or Sums of Money mentioned in the said Schedule (other than such Sums of Money as have been released by the Consent of the said J. F.) that then, and upon Notice given by the said J. F. his Executors, Administrators or Assigns, to the said R. C. his Executors, Administrators or Assigns, he the said R. C. his Executors or Administrators, shall within twenty Days next after such Notice given to the said R. C. or his, &c. satisfy and recompence the said J. F. or his, &c. for the same, without Fraud or Covin; **And** that he the said R. C. his Executors or Administrators, shall not at any Time or Times hereafter, wittingly or willingly do or suffer any Act or Thing to hinder, let or disturb him the said J. F. his Executors, Administrators or Assigns, in the Recovery, getting in, or obtaining the said Debts, or any of them: **And moreover**, That he the said R. C. his Executors and Administrators, shall and will, upon reasonable Request to him or them made by the said J. F. his Executors, Administrators or Assigns, make, seal and deliver to him or them such other sufficient Letter or Letters of Attorney, for the Recovery or getting in of the said Debts and Sums of Money, as by the said J. F. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required: **In Consideration** whereof the said J. F. for himself, his Executors and Administrators, both covenant, promise and grant to and with the said R. C. his Executors and Administrators, in Manner and Form following, (that is to say) That he the said J. F. his Executors, or Administrators, shall and will at and before the, &c.

pro-

## Petitions.

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procure and obtain to and for the said R. C. his Executors or Administrators, sufficient General Releases and other Discharges in Law, from all Creditors whose Names are in the Schedule hereunto annexed: And also that he the said J. F. his Executors or Administrators, shall and will, at all Times for ever hereafter, save and keep harmless and indemnified the said R. C. his Executors or Administrators, against all and every Person and Persons whatsoever, to whom they the said R. C. and J. F. or either of them are indebted, touching or concerning the said Copartnership, and of and from all Actions, Suits, Costs, Damages, Charges, Judgments, Executions and Demands whatsoever, which shall at any Time hereafter arise and come against the said R. C. his Executors or Administrators, or any of his or their Lands, Tenements, Goods or Chattels, or any Part thereof, for or by Reason of any Debts or Sums of Money owing, or for or by Reason of any Bill, Bond, Specialty, Promise or Contract touching the said Copartnership. In Witness, &c.

## Petitions.

*For an Infant to sue by Prochien Amy.*

To the Right Hon. Sir John Willes, Knt.  
Lord Chief Justice of his Majesty's Court  
of *Common Pleas*, and to the rest of the  
Justices of the said Court.

The humble Petition of A. B. of ——— in the  
County of ———

*Sheweth,*

**T**HAT your Petitioner having lately brought  
an Action in the said Court of *Common  
Pleas* against one C. D. late of ——— in the County  
of



## Petitions.

of——— in a Plea of *Trespass on the Case*; and your Petitioner being an Infant under the Age of Twenty-one Years, (*to wit*) of the Age of —— Years,

Your Petitioner therefore humbly prays that he may be admitted to prosecute the said Action by E. F. of——— in the County aforesaid, his next Friend.

*And your Petitioner shall ever pray.*

A. B.

Note: *the same Form will do in the King's Bench, mutatis mutandis.*

E. F.'s Consent, to be written under the Petition.

**I** Do hereby consent and agree that the said A. B. may be admitted to prosecute the Action in the Petition above-mentioned, by me as his next Friend: And I hereby promise and agree to pay all Costs that shall or may happen for or on Account thereof: **As witness** my Hand,

E. F.

*Affidavit to support the Petition.*

In the Common Pleas.

Between { A. B. Plaintiff,  
and  
C. D. Defendant.

**W.** W. of——— maketh Oath, That on the——Day of———last past, he this De-

## Petitions.

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Deponent saw the Plaintiff subscribe his Name to the Petition hereunto annexed; and on the same Day he this Deponent saw *E. F.* subscribe his Name to the Consent and Agreement under the said Petition written.

Sworn at \_\_\_\_\_ on \_\_\_\_\_  
before me

*W. W.*

P. Q. a Commissioner.

*To admit an Infant to defend by Guardian.*

**To, &c.** (*as in the last Petition.*)

The humble Petition of *C. D.* of \_\_\_\_\_ in the  
County of \_\_\_\_\_

*Sheweth,*

**T**HAT an Action of \_\_\_\_\_ having been commenced in the said Court of \_\_\_\_\_ against your Petitioner, by one *A. B.* and your Petitioner being under the Age of Twenty-one Years, (*to wit*) of the Age of \_\_\_\_\_ Years,

Your Petitioner therefore humbly prays that he may be admitted to appear and make his Defence in the said Action by *E. F.* his Guardian.

*And your Petitioner shall ever pray.*

*C. D.*

*E. F.'s Consent.*

**I** Do hereby agree that the said *C. D.* may be admitted to appear, and defend the Action in the Petition above mentioned, by me as his Guardian. And I hereby promise and agree to pay all  
Costs,

## Petitions.

Costs that shall or may happen for or on Account thereof: As witness my Hand,

E. F.

Note; *The same Affidavit as before must be made to support this Petition.*

*The Method of discharging a Prisoner for Insolvency.*

### Gaoler's Certificate.

C. D. } **I** Do hereby certify, That *A. B.* the Defen-  
against } dant, is now a Prisoner in my Custody, as  
A. B. } Keeper of the County Gaol of *Somerset*, at the  
Suit of *C. D.* charged in Execution for the Sum  
of 50 *l.* at the Suit of the said *C. D.* And I do fur-  
ther certify that the said *A. B.* is not charged with  
any other Action.

B. D.

Dated this—Day  
of——1740.

*An Affidavit of the Gaoler's signing the Certificate.*

In the Common Pleas.

Between { *C. D.* Plaintiff,  
and  
A. B. Defendant.

**E.** F. of——Gent. maketh Oath, That he  
the said Deponent on the——Day of  
——saw *B. D.* the Keeper of the Gaol of the  
County of *Somerset*, sign or subscribe the Certificate  
hereto annexed.

E. F.

Sworn, &c.

*Peti.*

## Petitions.

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### *Petition of the Defendant, without Stamps.*

To the Right Hon. Sir *John Willes*, Knt.  
Lord Chief Justice of his Majesty's Court of  
*Common Pleas* at *Westminster*, and to the rest  
of the Justices of the said Court.

The humble Petition of *A. B.*

*Sheweth,*

**T**HAT your Petitioner is a Prisoner in the  
Prison of *Ilchester* in the County of *Somerset*,  
charged in Execution ever since the twenty-ninth  
Day of ——— at the Suit of *C. D.* by Virtue of a  
*Capias ad Satisfaciendum*, issuing out of this honour-  
able Court, grounded upon a Judgment against your  
said Petitioner for the Sum of 19 *l.*

That your Petitioner hath, in a Schedule to  
this his Petition annexed, set forth a true and per-  
fect Account of his whole Personal Estate (your  
Petitioner not having any real Estate) and is  
minded to deliver up the same to his Creditors,  
towards Satisfaction of the Debt he stands char-  
ged with.

Your Petitioner therefore prays he may  
have the Benefit of an Act of Parliament  
made in the third Year of the Reign of  
his present Majesty, intituled, *An Act for*  
*Explaining and Amending an Act for Relief*  
*of Debtors, with Respect to the Imprisonment*  
*of their Persons.*

Your Petitioner further prays, this Ho-  
nourable Court to grant your Petitioner an  
Order, directing the Keeper of the said  
Prison of *Ilchester* to cause your Petiti-  
oner to be brought to the next Assizes,

to



## Petitions.

to be held for the County of *Somerset*, on a Day within the said Assizes for that Purpose, and also directing your Petitioner's said Creditors, or their Attorney, at the same Time and Place, to appear and shew Cause why your Petitioner should not be discharged out of Custody, pursuant to the said Acts.

*And your Petitioner shall ever pray, &c.*

*Note ; The Order which the Court makes to bring up Defendant at the Assizes, must be served on the Plaintiff, or left at his House, thirty Days before the said Assizes, otherwise it is not good.*

### *Defendant's Schedule of his Effects, without Stamps.*

**A** True and perfect Account of the whole Personal Estate and Effects of *A. B.* of——— Innholder, the said *A. B.* having no Real Estate, now a Prisoner in the Prison or Gaol of *Ilchester* in the County of *Somerset*, charged in Execution at the Suit of *C. D.* for the Sum of 19 *l.* the said Account being of some Household Goods and Debts due from the Persons following to the said *A. B.*

*Imprimis,*

*Here write the Schedule.*

*A*

*An*

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*An*

*B*

*An Affidavit of Notice of Petitioning, and  
of Service of Copy of Schedule.*

Note; *It may be without a Stamp.*

In the *Common Pleas.*

Between { *A. B. Plaintiff,*  
                    *and*  
                    *C. D. Defendant.*

**I.** B. of T. in the County of S. Gent. maketh Oath, That on the——Day of——he did deliver to the said *A. B.* the Plaintiff in this Cause, a Paper-writing, purporting Notice to him the said *A. B.* that the said Defendant *C. D.* did intend to petition this honourable Court the first Day of the next *Trinity* Term, or so soon after as Counsel could be heard, to have the Benefit of the several Acts of Parliament made in the Second and Third Years of his present Majesty's Reign, the one intituled, *An Act for the Relief of Debtors, with Respect to the Imprisonment of their Persons:* The other, intituled, *An Act for Explaining and Amending the said Act,* saith, That he this Deponent did, at the same Time he gave the said *C. D.* the said Notice, deliver unto him a true Copy of the Account or Schedule of the Effects of the said Defendant, which he intended to deliver to this honourable Court.

J. B.

Sworn at, &c.

*An Affidavit in order to obtain Letters Patent for the sole Use of an Invention.*

**B.** H. of, &c. maketh Oath, That J. H. her late Husband was the first and only Inventor

# Petitions.

ventor and Maker of ——— and that no Person had attempted to make the same in this Kingdom before her said Husband, to the best of this Depo-  
nent's Knowledge and Belief.

B. H.

*Sworn the——Day of——  
at the Publick Office, be-  
fore me,*

R. H.

## *A Petition to the King for Letters Patent for the sole Use of an Invention.*

To the King's most Excellent Majesty.

**The humble Petition** of B. H. Widow and sole  
Executrix of J. H. lately deceased.

*Sheweth,*

**T**HAT her said late Husband having for  
many Years carried on ——— in ———  
(and so set forth the Nature and Use of the Invention,  
and your Trouble and Expence in bringing it to  
Perfection.)

Wherefore your Petitioner (whom he has  
left sole Executrix) makes this her humble  
Application to your Majesty, (in regard to  
the great Advantages arising in this King-  
dom from this said Invention, and to the  
great Expences, and many Years Labour,  
as well of her said late Husband as her  
own, to render the same perfect and com-  
pleat) That your Majesty will be graci-  
ously pleased to grant to your Petitioner,  
your Royal Letters Patent to secure the  
sole Use and Benefits thereof to her and her  
Assigns for the Term of 14 Years,

*And your Petitioner shall ever pray, &c.*

B. H.

Pt-

*Petition to the House of Commons, complaining of an undue Return of a Burgess to serve in Parliament.*

To the Honourable the Commons of *Great Britain* in Parliament assembled.

The humble Petition of the several Persons, whose Names are hereunto subscribed.

*Sheweth,*

**T**HAT on the 18th Day of *May* 1741, came on the Election of a Burgess to serve in this Parliament, for the Boroughs of *P. D. R.* and *H.* in the County of *D.* at which *A. T.* and *J. W.* Esqrs. were Candidates. That *D. W.* and *P. V.* Gentlemen, the two Bailiffs of the said Borough of *D.* who were the returning Officers at this Election, being gained into the Interest of the said *J. W.* did proceed in taking the Poll with the utmost Partiality against the said Mr. *T.* rejecting several legal Votes, which were duly tendered for him, and admitting several for the said *J. W.* which had not the least Colour of Right.

That by these and divers other illegal and arbitrary Methods made use of by the said Bailiffs, and the said *J. W.* and their Agents, a Majority was obtained for the said *J. W.* who has been returned accordingly.

That your Petitioner humbly conceives the said Proceedings, not only to be a manifest Wrong to the said Mr. *T.* but a Violation of the Rights of your Petitioners, and others the Electors of the said several Boroughs.

Pour



## Petitions.

Your Petitioners therefore humbly pray this Honourable House to take their Case into Consideration, and to give them such Relief therein, as to this Honourable House shall seem meet.

*And your Petitioners shall ever pray, &c.*

*Another.*

To the Honourable the Commons of Great Britain in Parliament assembled.

The humble Petition of C. B. &c.

*Sheweth,*

**T**HAT at the last Election of Members to serve in this present Parliament, for the Borough of S. in the County of L. the Honourable R. S. and W. N. Esqrs. and your Petitioner stood Candidates; at which Time and Place your Petitioner was by a great Majority of legal Votes duly elected, and ought to have been returned; notwithstanding which the then Mayor, who was the presiding Officer, and who admitted divers Persons to vote who had no Right so to do, and acted with great Partiality throughout the whole Time of the Election, thought fit, for Reasons best known to himself, to return the said R. S. together with the said W. N. a Representative for the said Borough.

That the said R. S. by himself and his Agents, did distribute great Sums of Money to the several Voters, forgave others Money they owed, made Presents to many other Voters, and by such Means and other unwarrantable and illegal Practices, did prevail on many of the Voters, who were in your Petitioner's Interest, to vote for him; all which Doings tend to the Subversion of the Laws of Elections, as well as to the particular Prejudice of your Petitioner.

Your

## Promissory Notes, &c.

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Your Petitioner therefore humbly prays,  
That this Honourable House will be pleased to take the Premises into Consideration, and to give him such Relief therein as to them shall seem meet.

*And your Petitioner shall ever pray, &c.*

C. B.

## Promissory Notes, &c.

*A promissory Note payable on Demand.*

**I** Promise to pay to Mr. W. S. or Order———*l.*  
on Demand, for Value received.

per me T. W.

---

L. 0 0 0 0

---

*The like payable six Months after Date.*

**I** Promise to pay to Mr. G. W. or Order———*l.*  
six Months after Date, for Value received.

per me O. F.

*An Indorsement thereon.*

**P**AY the within Contents to T. W. or Order.

L. M.

L

An

## Protections.

### *An Inland Bill of Exchange.*

S I R,

**T**W O Months after Date (*or at Sight, &c.*)  
pray pay to Mr. E. F. or Order——l. as  
by Advice from,

*Your humble Servant,*

To Mr. O. P. Mer- }  
chant in London. }

F. G.

## Protections.

### *By a Peer.*

**R**EAD all Men by these Presents, That  
I T. Lord A. Baron, &c. —— Have em-  
ployed and retained the Bearer hereof C. D. Gent.  
as my Servant in and about my Affairs, and Occa-  
sions of——during this present Sessions of Parlia-  
ment; and I do hereby will and require all Per-  
sons to forbear to arrest, attach or imprison him  
the said C. D. but to permit and suffer him peace-  
ably and quietly to go about his Business aforesaid  
at his Pleasure, without any Molestation or Distur-  
bance, as they will answer the contrary at their  
Peril. Given under my Hand and Seal, the ——  
Day of —— 1740.

### *By a Foreign Minister.*

**I**C: A. I. Resident from his Majesty the King  
of——at the Court of *Great Britain*, do here-  
by certify whom it may concern, that the Bearer  
hereof O. B. is my Domestic Servant, in Qua-  
lity of —— And therefore all Officers, Civil  
and

## Recovertes.

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and Military, are hereby required not to arrest, molest or trouble the said O. B. as they will answer the contrary at their Peril, in Pursuance of the Statute in that Behalf made. **G**iven under my Hand and Seal of Arms, this——Day of——

C. A. J.

*To all Mayors, Sheriffs,  
Under-sheriffs, Bai-  
liffs, Marshals, Offi-  
cers, and all others  
whom it doth and may  
concern.*

## Recoveries.

*Præcipe for a Dedimus Potestatem, for  
first Vouchee.*

Somerfet, ff. **C**ommand A. B. Gent. (*the Te-  
nant*) that justly, &c. he render  
to C. D. Gent. (*the Demandant*) one Messuage,  
&c. (*mentioning the Parcels. Vid. Tit. Fines.*)  
with the Appurtenances in E. which he claimeth,  
&c.

<i>Dedimus Potestatem</i> for J. W. and E. his Wife Vouchees	}	Directed to	{	Sir O. F. Kt. P. Q. Esq; R. S. } Gent. T. U.
---	---	-------------	---	---

*And if for second Vouchee, say,*

<i>J. W. (the first Vouchee)</i> whom A. B. ( <i>the Tenant</i> ) calls to Warranty, further calls E. F.	}	<i>Dedimus Potestatem</i> for E. F. directed to, &c. ( <i>as above</i> )
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## Recoveries.

*And likewise if for the Tenant, say,*

*Dedimus Potestatem for the } Directed, &c.*  
*Tenant.*

*When the Dedimus Potestatem is sent you into the Country, make a Copy of your Præcipe on Parchment, and write the Warrant of Attorney under it, and the Caption of the Commissioners thus :*

*Præcipe.*

Somerſetſhire, ſſ **C**ommand *A. B. Gent.* That juſtly, &c. he render to the *C. D. Gent.* one Meſuage, &c. ——— with the Appurtenances in *E.* which he claimeth, &c.

*Warrant of Attorney for the Tenant.*

Somerſetſhire, ſſ. **A**. *B. (the Tenant)* appoints in his ſtead *W. P. and A. F.* his Attornies, jointly and ſeverally againſt *C. D. (the Demandant)* to gain or loſe in a Plea of Land.

**T**aken and acknowledged on  
 ——— the ——— Day of ———  
 in the ——— Year of the  
 Reign of King George the  
 Second.

Before *R. S.*  
*T. V.*

*A War-*

## Releases.

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*A Warrant of Attorney for the Vouchee is made thus :*

Somersetshire, ff. **J.** W. and E. his Wife (*Vou- For the*  
chee) whom A. B. (*Tenant*) Vouchee.  
calls to Warranty, appoint in their Stead, &c. (*as*  
*above.*)

*The Commissioners having taken the Acknowledgment of the Warrant of Attorney, annex the Dedimus and Warrant together, and indorse on the Back of the Dedimus the Return thus :*

*The Execution of this Writ (or Commission) appears in a certain Schedule hereunto annexed.*

R. S.

T. U.

*Which being done and sent up, the Agent makes out a Præcipe at Bar, and proceeds thereon.*

## Releases.

*A General Release from one to one.*

**KNOW** all Men by these Presents, That  
I A. B. of ——— have remised, released  
and for ever discharged, and by these Presents do  
for me, my Heirs, Executors and Administrators,  
remise, release and for ever discharge B. C. of —  
his Heirs, Executors and Administrators, of and  
from all and all Manner of Action and Actions,  
Cause and Causes of Action, Suits, Debts, Dues,  
Sum and Sums of Money, Accounts, Reckonings,  
Bonds, Bills, Specialties, Covenants, Contracts,  
Controversies, Agreements, Promises, Variances,  
Damages, Judgments, Extents, Executions, Claims

L 3

and

**Releases.**

and Demands whatsoever in Law and Equity, which against the said *B.* I ever had, now have, or which I, my Heirs, Executors or Administrators hereafter can, shall or may have, for, upon, or by Reason of any Matter, Cause or Thing whatsoever from the Beginning of the World to the Day of the Date of these Presents. In Witness, &c.

*Two to One.*

———— That we *A. B.* of, &c. ——— and *C. D.* of, &c. ——— have and either of us hath remised, &c. ——— and by, &c. ——— do and either of us doth for us, and either of our Heirs, Executors and Administrators, remise, &c. ——— which against the said *E.* we or either of us ever had, now have, or which we, or either of us, our, or either of our Heirs, &c. ——— hereafter can, &c.

*One to Two.*

———— That I, &c. ——— discharge *C. D.* of, &c. ——— and *E. F.* of, &c. ——— and either of them, their and either of their Heirs, Executors and Administrators, of and from, &c. which against the said *C.* and *E.* or either of them, I ever had, &c.

*Three to One.*

———— That we *A. B.* of, &c. ——— ——— *C. D.* of, &c. ——— and *E. F.* of, &c. ——— have, and either, and every of us hath remised, &c. ——— and by, &c. ——— do, and either and every of us doth for us, either and every of us, our, either, and every of our Heirs, &c. ——— which against the said *G.* we, either, or any of us ever had, now have, or which we, or either, or any of us, our, or either or any of our Heirs, &c. ———

One

*One to Three.*

—— That I, &c. —— discharge C. D. of  
&c. —— E. F. of, &c. —— and G. H. of,  
&c. —— either and every of them, their, either  
and every of their Heirs, &c. —— which against  
the said C. E. G. either or any of them, I ever  
had, &c.

*A Release in Pursuance of an Award.*

—— And by these Presents (according to and in  
Pursuance of a certain Writing of Award indented,  
bearing Date —— made and given under the Hands  
and Seals of —— do —— for, upon, or any Ways  
concerning —— in the said —— Award mention-  
ed, and every or any Part thereof —— *You may*  
*add the General Words, if you think fit*) and  
from all, &c.

*To an Executor for a Legacy.*

**W**hereas A. B. of —— deceased, in and by  
his last Will and Testament in Writing,  
bearing Date on or about —— did (amongst other  
Legacies and Bequests therein contained) give and  
bequeath unto me B. B. *his Son*, several Legacies  
therein mentioned, to wit, the Sum of —— and  
—— and the said A. B. by his said Will made and  
constituted C. B. and K. B. Executors thereof:  
**Now know** all by these Presents, That I, the  
said B. B. do hereby confess and acknowledge that  
I have had and received of the said C. B. and K. B.  
the said several Legacies to me given by the said  
A. B. and therefore I do by these Presents acquit,  
release and discharge the said C. B. and K. B. of  
and from all Legacies, Dues, Duties and Demands



## Releases.

whatsoever, which I, my Executors or Administrators may have, claim, challenge or demand, of or against them, or either of them, by Virtue of the last Will and Testament of the said *A. B.* my said late Father deceased. In Witness, &c.

### *Another to an Executor in Trust.*

————— Did give, devise and bequeath —————

unto *C. D.* (whom he appointed Executor of the said Will) in Trust that the said *C. D.* should pay unto me *T. B.* his only Child 100 *l.* per Ann. by quarterly Payments till I should attain the Age of 21 Years, or marry, and then that I should enjoy the Profits of the Remainder of his Estate as in and by the said Will more plainly appears: And whereas the said *C. D.* did accept of the said Executorship and Trust, and I the said *T. B.* have attained the Age of 21 Years, and the said *C. D.* hath now made up an Account with me the said *T. B.* of all Monies received and paid by the said *C. D.* and of all Transactions in pursuance of the said Executorship and Trust, and hath not only paid me the Balance of such Accounts, but hath also delivered him all Writings and Papers belonging to the Estate of the said *A. B.* Now know all by these Presents, That I the said *T. B.* being fully satisfied in the Premises, have remised, released and for ever discharged, and do hereby remise, release and for ever discharge the said *C. D.* his Executors, and Administrators of and from all Reckonings, Accounts and Sums of Money by him had or received, in Pursuance of the said Will or Trust, or by Means of his being Executor of the Will and Testament of the said *A. B.* and of and from all other Reckonings, Accounts and Demands whatsoever, from the Beginning of the World to the Day of the Date hereof. In witness, &c. ———

*A Release of Equity of Redemption on a Mortgage.*

**W**hereas *A. B.* of ——— by his Indenture of *Recital of*  
 Lease dated ——— which was in the ——— *Lease.*  
 Year of the Reign of ——— for the Considerations  
 therein mentioned, did demise to *R. A.* All that,  
*&c.* ——— situate, lying and being in ——— *To*  
 hold to him the said *R. A.* his Executors, Admini-  
 strators and Assigns, for the Term of 99 Years,  
 if he, *J.* his Wife, then *M. A.* and now *M. T.*  
 Widow, and *W. A.* Son of the said *R. A.* should  
 so long live: **And** whereas the said *R. A.* by In- *Mortgage.*  
 denture dated the ——— mortgaged the said Pre-  
 misses to *M. H.* Widow, deceased, for the Residue  
 of the said Term, for securing 50 *l.* and Interest: *Person now*  
**And** whereas *G. G.* of ——— is become lawfully intitled to  
 intitled to the said mortgaged Premises, and Mo- *the Premis-*  
 nies thereby secured: **And** whereas the said *R. A.* *ses. Mort-*  
 my Father, and *W. A.* my Brother, are since dead, *gagor, &c.*  
 whereby I the said *M. T.* am intitled to the Equity *dead.*  
 of Redemption of the said mortgaged Premises:  
**And** whereas neither the said principal Sum of *Mortgage*  
 50 *l.* nor the Interest thereof hath been paid, so *Money and*  
 that there is more Money due on the said Security, *Interest not*  
 than the said mortgaged Premises are worth: *Now paid.*  
**know** all by these Presents, That I the said *M. T.*  
 in Consideration of the Premises, and of 5 *s.* in  
 Money to me in Hand paid by the said *G. G.* the  
 Receipt whereof I do hereby acknowledge, **Have** *Release.*  
 remised, released and for ever quitted Claim, and  
 by these Presents, **Do** for me, my Executors,  
 Administrators and Assigns, remise, release, and for  
 ever quit Claim unto the said *G. G.* all the Estate,  
 Right, Title, Interest, Equity of Redemption,  
 Property, Claim and Demand, which I the said  
*M. T.* have, or can, or may pretend to have in the  
 said mortgaged Premises, or any Part thereof. **And**

*Covenant  
for peace-  
able En-  
joyment.*

I the same *M. T.* do by these Presents, for myself, my Executors, Administrators and Assigns, covenant with the said *G. G.* his Executors, Administrators and Assigns, that he the said *G. G.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times during all the Rest and Residue of the said Term of 99 Years, peaceably and quietly have, hold and enjoy all and singular the Premises, with the Appurtenances, to his and their proper Use and Benefit, without the Let, Suit, Trouble, Hindrance, Molestation or Interruption of me the said *M. T.* my Executors, Administrators or Assigns, or of any Person or Persons whatsoever, claiming or to claim, by, from or under me, or by, from or under *R. A.* my late Father and *A.* my late Brother deceased. *In Wit-  
ness, &c*————

*A Release of Title to Lands.*

**I** D all, &c. — Know ye, That *R. C.* of, &c. — for divers good Causes and Considerations him hereunto moving, hath remised, released, and for ever quit claimed, and by these Presents for himself and his Heirs, doth fully, clearly and absolutely remise, release, and for ever quit Claim unto *J. F.* of, &c. in his full and peaceable Possession and Seisin thereof now being, and to his Heirs and Assigns for ever, All such Right, Estate, Title, Interest and Demand whatsoever, as he the said *R. C.* had or ought to have, if these Presents had never been made, of, in or to all that, &c. — and, &c. — by any Ways or Means whatsoever; To have and to hold all the said, &c. unto the said *J. F.* his Heirs and Assigns, to the only Use and Behoof of the said *J. F.* his Heirs and Assigns for ever; so that neither he the said *R. C.* nor his Heirs, nor any other Person or Persons, for him, or them, or in his or their Names,

or

or in the Name, Right or Stead of any of them, shall or will, by any Ways or Means hereafter, have, claim, challenge or demand any Estate, Right, Title or Interest, of, in or to the said Premises, or any Part or Parcel thereof; but from all and every Action, Right, Estate, Title, Interest or Demand, of, in or to the said Premises, or any Part thereof, they and every of them shall be utterly excluded and barred for ever by these Presents. **And also, &c.** (*adding a Covenant to discharge, &c. and for further Assurance, &c.*)

*Of a Bond, it being lost or mislaid.*

**I** **D** all to whom these Presents shall come, I *M. L.* of———send Greeting. Whereas *R. L. S. L.* and *J. W.* by their Bond or Obligation, bearing Date, &c. (*recite the Bond*) as by the said Obligation and Condition may appear: **And whereas** the Sum of —— mentioned in the said Bond, with all the Interest for the same, is well and truly satisfied and paid unto me the said *M. L.* in full Discharge of the said recited Obligation: **And whereas** the said Obligation is lost, or at present mislaid, so that it cannot be found to be delivered up to the said *R. L.* to be cancelled: **Now know** all by these Presents, That I the said *M. L.* for the Considerations aforesaid, have remised, released, and quitted Claim, and by these Presents do for me, my Executors and Administrators, remise, release, and for ever quit Claim unto the said *R. L. S. L.* and *J. W.* and every of them, their and every of their Heirs, Executors, and Administrators, as well the said recited Obligation, and all such Sums of Money as are therein mentioned to be due and payable unto me the said *M. L.* my Executors, Administrators or Assigns, and also all Actions, Suits, Cause and Causes of Action, Accounts, Debts, Reckonings, Sums of Money



## Releases.

ney, Judgments, Executions and Demands whatsoever, which I the said *M. L.* ever had, now have, or that I, my Executors, Administrators or Assigns, or any of us, can or may have, for or against the said *R. L. S. L.* and *J. W.* or any of them, their or any of their Executors, Administrators or Assigns, for or by Reason of the said recited Obligation, or any other Matter, Cause or Thing whatsoever concerning the same, from the Beginning of the World to the Day of the Date hereof. In witness, &c.

### *For Money decreed in Chancery.*

**R** E M E M B E R all by these Presents, That I *H. P.* of ——— do hereby acknowledge to have had and received of *J. B.* the full Sum of ——— of lawful *British* Money, adjudged to be paid unto me by a Decree of the High Court of Chancery, made the ——— Day of ——— in a Cause there depending between me the said *H. P.* Complainant, and the said *J. D.* Defendant, being in full of all Matters in Question and Demand in the said Cause; and I do for myself, my Executors and Administrators, acquit, release, exonerate and discharge the said *J. B.* his Executors and Administrators, of and from the said ——— and every Part thereof, and of and from all Interests, Costs, Damages and other Demands, for, touching or concerning the same. In witness, &c.

*A Release to one who paid 20 l. to be freed  
from keeping a Bastard Child.*

**T** O all to whom these Presents shall come,  
We *A. B.* of, &c. ——— the now Overseers of the Poor of the Parish of *B.* send Greeting.  
Whereas a Bastard Child was born in the said Parish

## Releases.

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Parish of *B.* and begotten on the Body of *H. E.* and is become chargeable to the said Parish: **And** whereas *R. C.* of ——— is adjudged the reputed Father thereof: **And** whereas it is agreed by and between the said *A. B.* and *C. D.* and the rest of the Inhabitants of the said Parish of *B.* and the said *R. C.* That for and in Consideration of the Sum of 20 *l.* of lawful Money of *Great Britain*, to be paid to us the Overseers of the Poor of the said Parish, by the said *R. C.* We the said Overseers, and our Successors, and the rest of the Inhabitants of the said Parish, should provide for, take Care of and maintain the said Child, and save harmless and indemnify the said *R. C.* of and from the Keeping and Maintaining the same, and of and from all Taxes, Charges and Payments now already, or hereafter to be taxed or charged upon the said *R. C.* for and in Respect thereof: **Now know ye**, That we the said *A. B.* and *C. D.* have, according to, and in full Performance of the said Agreement, had and received of the said *R. C.* the Sum of 20 *l.* and do, by and with the Consent and Direction, and for and on the Behalf of ourselves and the rest of the Inhabitants of the said Parish, acquit, release, and for ever Discharge him the said *R. C.* from the said Sum of 20 *l.* and from the Keeping or Maintaining the said Child, and of and from all Taxes, Charges, and Payments now or hereafter to be charged or taxed upon him the said *R. C.* for or concerning the same. **In Witness,** &c.

## Of Errors.

**R** **N** **O** **W** all by these Presents, that I *A. B.* of ——— do remise, release, and for ever quit Claim unto *C. D.* of ——— all and all Manner of Errors, Misprisions, Misentries, Defects and

## Releases.

and wrongful Pleadings and Proceedings whatsoever made, committed, omitted and done in, about, or concerning one Judgment for ——— Debt, together with Costs of Suit, by him obtained against me in his Majesty's Court of ——— at *Westminster*, in ——— Term now last past; and also all and every Writ and Writs of Error and Errors whatsoever concerning the same. *In Witness,* &c.

### *A Discharge of an Apprentice from his Indentures.*

*Recital of Indentures of Apprenticeship.*

*Of Assignment to another Master. Of a Difference between Master and Apprentice referred to Arbitration. Indentures cancelled.*

*Where no Arbitration.*

**I** *D*all, &c. *A. B.* of, &c. sends Greeting. *Whereas C. D.* Son of *E. F.* of, &c. ——— did by his Indenture of Apprenticeship, bearing Date ——— put himself Apprentice unto *A. B.* of, &c. ——— for the Term of ——— from the Date thereof, as by the said Indenture may appear: **And whereas** the said *C. D.* was afterwards turned over, or assigned to *G. H.* of, &c. ——— as by an Indorsement on the said Indenture may also appear: **And whereas** Differences have arisen between the said *G.* and *B.* and the same were referred and submitted to the Judgment and Determination of ——— who upon Hearing the said Matters have adjudged and ordered, That the said *G.* shall return and pay back ——— l. to the said *E.* the Father, and thereupon the said Indentures of Apprenticeship are to be delivered up to each Party, and cancelled: **And whereas**, in Pursuance of the said Award, or Order, the said *G.* hath paid back the said Sum of ——— and the said Indentures are delivered up and cancelled; (*but if there has been no Arbitration, say,*) **And whereas** the said *G.* at the Request of the said *E.* the Father, and *C.* the Apprentice, hath discharged the said *C.* from his Service, and the said Indentures

indentures are delivered up by the said Parties, and cancelled: **Now** therefore know ye, that the said G. hath remised, released, and for ever discharged, and by these Presents doth for himself, his Heirs, Executors and Administrators, remise, release, and for ever discharge the said E. and F. of and from the said Indentures of Apprenticeship, and all Service and other Matters and Things therein contained, on their or either of their Parts to be performed, and of and from all Actions and Causes of Action, Suits, Specialties, Covenants, Contracts, Agreements, Claims and Demands whatsoever, for or concerning the said Indentures of Apprenticeship, or by Reason of any other Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. *Release.*  
In Witness, &c. —————

*Another from an Apprentice and his Father,  
to the Master.*

————— Whereas, &c. ————— (*the Recitals*)  
**Now** therefore know ye, That the said E. the Father and C. the Apprentice have, and each of them hath remised, &c. — the said G. of and from, &c. ————— on his Part to be performed, and of all Actions, &c. ————— for or concerning the said Indentures of Apprenticeship, or any Covenant or Thing therein contained on the Part of the said G. to be performed, for or concerning the Residue of the Money given and paid in Consideration of the said C. being taken an Apprentice as aforesaid, or for, upon, or by Reason of any other Matter, &c.



## Revocations.

### *A. Renunciation or Disclaimer of Executorship.*

*Recital of  
a Will,*

*And of  
Testator's  
Death.*

**T**HIS Indenture Tripartite made the  
Between *M. M.* of — of the  
first Part, *J. B.* of — of the second Part, and  
*C. K.* of — of the third Part: Whereas  
*A. K.* late of — duly made and published her  
last Will and Testament in Writing, bearing  
Date the — and thereby devised, &c. —  
to the said *C. K.* and made the said *J. B.* and  
*M. M.* Executors and Trustees, as in and by  
the said Will may more fully appear: And  
whereas the said *A. K.* soon after the Making the  
said Will died, and the said *M. M.* hath refused  
to accept the said Executorship and Trust, and  
never acted therein; but the said *J. B.* alone pro-  
vided the said Will, and took upon him the Exe-  
cution thereof: Now this Indenture wit-  
nesseth, That the said *M. M.* as a farther De-  
claration thereof, doth by these Presents renounce  
and disclaim the said Executorship, and doth like-  
wise by these Presents remise and release unto the  
said *J. B.* his Executors and Administrators, all  
her Estate, Right, Title and Interest, in and to the  
said Premises, by Virtue of the said recited Will,  
or otherwise whatsoever. In Witness, &c.

## Revocations.

### *Of a Letter of Attorney.*

**I**D all to whom these Presents shall come, I  
*R. C.* of — send Greeting. Whereas  
I the said *R. C.* on Trust and Confidence which  
I had and did place in *P. P.* of — did by  
my

## Separation.

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my Letter of Attorney constitute and make the said *P. P.* my Attorney, for Recovery of all Debts and Sums of Money whatsoever due unto me the said *R. C.* as by the said Letter of Attorney more fully appears: ~~Now know ye~~, That I the said *R. C.* for that the said *P. P.* hath, by Colour of the said Authority to him given, behaved himself greatly to my Hindrance, contrary to the Trust and Confidence I reposed in him, have revoked, countermanded and made void, and by these Presents ~~do~~ revoke, countermand and make void the said Letter of Attorney, and all Power and Authority thereby given to the said *P. P.* In Witness, &c. \_\_\_\_\_

## Separation.

*Between a Man and his Wife.*

**T**HIS Indenture Tripartite, made, &c.

Between *G. G.* of \_\_\_\_\_ of the first Part, *A.* his Wife of the second Part, and *A.* of the third Part: Whereas, &c. \_\_\_\_\_ (*Recital of the Settlement before Marriage.*)

And whereas some unhappy Differences have lately arisen between the said *G. G.* and the said *A.* his Wife, and they have mutually agreed to live separate and apart with each other; and previous to such Separation, he the said *G. G.* hath consented thereto, and also proposed and agreed, that he out of his own proper Monies would allow and pay to the said *A.* his Wife, during the Term of her natural Life, for her better Support and Maintenance, (over and above the Provision made and settled upon her the said *A.* for her separate Use by the above recited Indenture of Settlement) one Annuity or yearly Sum of 10 *l.* clear of all Taxes, Charges and Deductions whatsoever, payable to her

## Separation.

her in such Manner as herein after is mentioned, (subject nevertheless to the Proviso herein after contained, touching the Payment of the said Annuity) and also that in Case the said *A.* his Wife should die before him the said *G. G.* that then the said *G. G.* should pay to her Executors the Sum of 10 *l.* towards her Funeral Charges; and that the said *G. G.* would hereby ratify and confirm the herein before recited Settlement in such Manner as hereafter is mentioned: **Now this Indenture witnesseth,** That the said *G. G.* in Pursuance of his aforesaid Proposal and Agreement, doth hereby for himself, his Executors, Administrators, and for every of them, covenant, promise and agree to and with the said *A.* (*the Trustee*) his Executors, Administrators and Assigns; and doth also agree with the said *A.* his Wife, in Manner and Form following, (that is to say) That it shall and may be lawful to and for the said *A.* his Wife, and that he the said *G. G.* shall and will permit and suffer her the said *A.* from Time to Time, and at all Times from henceforth, during her natural Life, to live separate and apart from him, and to reside and be in such Place and Places, and in such Family and Families, and with such Relations, Friends and other Persons, and to follow and carry on such Trade and Business, as she the said *A.* from Time to Time at her Will and Pleasure (notwithstanding her present Coverture, and as if she were a Feme Sole and unmarried) shall think fit; and that he the said *G. G.* shall not, nor will at any Time or Times hereafter sue her the said *A.* in the Ecclesiastical Court, or any other Court, for living separate and apart from him; or compel her to cohabit with him, or to sue, molest, disturb or trouble her for such Living separate and apart from him, or any other Person or Persons whatsoever, for receiving, harbouring or entertaining her; nor shall or will, without the Consent of the said *A.* visit her, or knowing-  
ly

ly come into any House or Place where she shall or may dwell, reside or be; nor send or cause to be sent any Letter or Message to her; nor shall or will at any Time hereafter claim or demand any of the Monies, Rings, Jewels, Plate, Clothes, Linen, Woollen, Household Goods or Stock in Trade, which she the said *A.* now hath in her Custody, Power or Possession, or which she shall or may at any Time hereafter buy or purchase, or which shall be devised or given to her, or shall otherwise acquire; and that she shall and may enjoy and absolutely dispose of the same, as if she were a Feme Sole and unmarried. **And further,** That he the said *G. G.* his Executors or Administrators, or some or one of them, shall and will well and truly pay unto the said *A.* his Wife or her Assigns, during the Term of her natural Life for and towards her better Support and Maintenance, one Annuity or yearly Sum of———of lawful, &c. free and clear of all Taxes, Charges and Deductions whatsoever; the said Annuity or yearly Sum of———to be paid and payable to her the said *A. G.* and her Assigns, during her natural Life, at or upon the four most usual Feasts or Quarter-Days, *viz.* on, &c. or within ten Days next after each of the said Quarter-Days, by four equal Parts; the first Quarterly Payment thereof to begin and be made on———next, or within———Days then next following. **In Consideration** of which said 10 *l. per Ann.* so hereby made payable to her the said *A. G.* in Manner as aforesaid, and of the Provision so made for her by the said recited Indenture of Settlement in Manner as aforesaid, she the said *A. G.* doth hereby agree to accept and take in full Satisfaction for her Support and Maintenance, and all Alimony whatsoever during her Coverture. **Provided always,** and it is hereby expressly agreed and declared by and between all the Parties hereunto, and the true Intent and Meaning of them and these Presents is  
and



## Separation.

and are, That in Case he the said G. G. his Executors or Administrators, shall at any Time hereafter be obliged to, and shall actually pay any Debt and Debts which she the said A. his Wife shall at any Time hereafter during her present Coverture, contract with any Person or Persons whatsoever, that then and in such Case it shall and may be lawful to and for the said G. G. his Executors and Administrators, to deduct, retain and reimburse to him and themselves out of the said Annuity or yearly Sum of 10 l. so hereby made payable to her the said A. as aforesaid, all and every such Sum and Sums of Money, as he or they shall be obliged to, and shall so actually pay for or on Account of any such Debt or Debts to be by her the said A. at any Time hereafter so contracted as aforesaid, together with all Costs, Charges and Damages, which he or they shall or may pay or sustain on Account thereof; any Thing herein contained, &c. And lastly, the said G. G. (in Pursuance and full Performance of his said recited Agreement, and divers other good and valuable Causes and Considerations him thereunto specially moving) hath, and by these Presents doth absolutely establish, ratify and confirm as well the said herein before recited Indenture of Assignment and Settlement made of the said *Personal Estate of the said A. his Wife, and of the said 100 l. and Gold Watch* by the said G. G. and A. his Wife so thereby respectively assigned to them the said G. T. and J. B. (the Trustees) as aforesaid; and also all and every the several Trusts, Uses, Declarations, Conditions and Agreements in the same Indenture mentioned, limited, expressed and declared of and concerning the same respectively. In Witness, &c.

Ans-

*Another.*

Articles of Agreement indented, made, concluded and fully agreed upon the——Day of ——*Ec.* Between *J. W.* of, *Ec.* of the first Part, *B. B.* of, *Ec.* and *O. E.* of *Ec.* of the second Part, and *P. W.* Wife of the said *J. W.* of the third Part.

**W**hereas the said *P. W.* by Reason of the cruel and untoward Behaviour of her said Husband *J. W.* for several Years last past, and of the many Threatnings which he hath lately pronounced against her, was on or about the 10th Day of *December* Instant, obliged for her own Safety and Preservation to retire and secrete herself from her said Husband, for Fear that he should put his said Threats in Execution and take away her Life: **And** whereas the said *P. W.* hath suffered in her good Character and Reputation amongst Mankind, by Reason of the many vile, false and groundless Aspersions, which have been thrown upon her by or by Means of her said Husband, and by Reason of his ill Treatment and base Behaviour towards her: **Now** these **Present** witnesses, that the said *J. W.* being now truly sensible of his cruel and unjustifiable Behaviour to and Threatnings of his Wife, and of the many undeserved Injuries that she hath thereby sustained, and of the Justifiableness of her Behaviour in every Respect towards him, and being desirous that the said *P. W.* his said Wife, should be secure from any Danger from him or any Injury whatsoever for the future, and in Order to prevent any Suit being brought by her for a Divorce or Separation by Reason of the said Cruelties, and as a Means to keep Peace for the future between the said *J. W.* and *P.* his Wife, if it shall happen that  
they

## Separation.

they come to cohabit together again, or if that should not happen, yet during their Separation and Living apart, and for divers other good Causes and Considerations, him thereunto moving, He the said *J. W.* Doth hereby covenant, promise and agree to and with the said *B. B.* and *O. E.* and each of them, their, and each of their Heirs, Executors and Administrators, that in case the said Wife do, on or before the 20th Day of *December* Instant, return to the said *J. W.* her said Husband, that then he the said *J. W.* shall and will receive his said Wife with Kindness, and behave and demean himself towards her for the future, with all the Respect of, and in a Manner every Way becoming, a tender Husband: And also that he the said *J. W.* shall not, nor will at any Time hereafter beat, wound, strike or otherwise hurt, misuse or abuse his said Wife, nor by Force or Violence, or without her free Consent, compel her to do any Act whatsoever, nor shall or will inflict, or give any Disease or Distemper of any Kind whatsoever to his said Wife, by any Ways or Means whatsoever: And also that he the said *J. W.* shall not, nor will at any Time hereafter, confine, shut up, lock up, or otherwise secure, secrete or keep his said Wife from any of her Relations or Friends, or from any Person or Persons, whose Business, Civility, or Friendship shall or may require them to speak or converse with her, or restrain her in her Liberty by any Ways or Means whatsoever, but shall and will at all Times permit and suffer her the said *P. W.* his said Wife, to go out of and from his, the said *J. W.*'s Dwelling-house for the Time being, and out of and from all other Places where she shall or may be at any Time hereafter, as she shall think fit, and at all Times to go to and from all such Places, and make such Stay, as her Business or Safety may require, or as she shall think proper: And also that he the said *J. W.* shall and will at all Times

hereafter provide for the said *P.* his said Wife, all good and proper Necessaries and Conveniences for her Support and Maintenance, suitable to her Rank, and the Manner in which she has at all Times heretofore lived: **And** also that he the said *J. W.* shall and will at all Times hereafter, permit and suffer his said Wife to have to her own Use all her wearing Apparel of all Sorts and Kinds whatsoever, and to use and manage the same as she shall think proper, and also all other Things of what Kind or Sort soever, which heretofore did and now do to her belong, and have been used by her as her own, though in strict Consideration of Law, the said Apparel and other Things may be her said Husband's: **And** also that he the said *J. W.* shall not, nor will at any Time hereafter, slander or defame his said Wife, or detract from her good Character, or do any Injury whatsoever to her or her Reputation: **And** the said *J. W.* doth hereby further covenant, promise and agree to and with the said *B. B.* and *O. E.* and to and with each of them, their and each of their Heirs, Executors and Administrators, that in Case the said *P. W.* at any Time hereafter, upon any Difference that may arise betwixt her and her said Husband (which God forbid) or upon any other Account whatsoever, shall be apprehensive of any Danger, or under any sudden Fear of her Life, or of any bodily Hurt or Injury, from him the said *J. W.* her said Husband, or if the said *J. W.* shall or do refuse so to receive his said Wife, upon her Return as aforesaid, that then and in either of these Cases, the said *P.* shall be at her own free Liberty forthwith, without assigning any Cause or Reason for the same, to depart from her said Husband and his Place of Abode, and in Case of any Fear of Danger, to call in to her Assistance any Person or Persons whatsoever, who shall and lawfully may assist her in her Escape and Departure, and in resisting  
the



## Separation.

the said *J. W.* and enforcing and carrying away the said *P. W.* from her said Husband, and that she may provide for her own Safety elsewhere, and for her own separate Maintenance as she shall think proper and be able, without any the Hindrance, Molestation or Disturbance by Suit or Suits at Law, in Equity, the Spiritual Court, or other Court whatsoever, or otherwise howsoever of him the said *J. W.* or any other Person or Persons whatsoever on his Behalf, or by his Direction or Procurement: **And it is** the true Intent and Meaning of the said *J. W.* and of this present Agreement, and of all the Parties thereto, that in Case the said *P. W.* shall at any Time hereafter be under such Apprehensions or Fear as aforesaid, and shall depart from and leave her said Husband on Account thereof, or in Case he shall refuse to receive his said Wife as aforesaid; that then and from thenceforth the said *P. W.* shall not be compelled or compellable to return again to her said Husband during her Life, and shall from thenceforth be fully and absolutely freed and discharged of and from the Power and Controul of the said Husband, and from co-habiting with him any longer, and shall and lawfully may live separately from him, where and in such Manner as she shall think proper, without any Hindrance, Molestation or Disturbance of or from him the said *J. W.* or any other Person or Persons whatsoever on his Behalf, or on his Account, and shall and lawfully may transact and carry on any Kind of Business or Employment whatsoever, for her own separate Maintenance, Support, Use and Benefit, exclusive of her said Husband, wheresoever and as she shall think proper, and shall and lawfully may ask, demand and sue for, and in the Name of her said Husband, his Executors or Administrators, (as if she was sole and unmarried) receive and take to her sole and separate Use, all Sum  
and

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and Sums of Money whatsoever then due and owing, or that shall then after grow or become due to her for Work done or to be done by her, or by her Direction, or on her Account, or otherwise howsoever, and give Receipts and Acquittances for the same in her own Name, and in Case any Action shall be brought in his Name, to recover such Debts, Sum or Sums of Money, the said *J. W.* doth covenant and agree not to release or discharge the same, or any Part thereof, but will permit such Suit to proceed to final Execution, he being indemnified from all Costs and Charges on Account thereof. And the said *J. W.* shall not, nor will from thenceforth exercise or use any Power, Command or Dominion whatsoever over the said *P. W.* but permit and suffer her peaceably and quietly to live separate from him as aforesaid, until she the said *P. W.* shall by Writing under her Hand attested by two or more credible Witnesses, give Notice of her Desire to cohabit with him again, and in Default of, or until such Notice shall be given as aforesaid, she the said *P. W.* shall and lawfully may absolutely refuse to return again to her said Husband, and be as fully and absolutely free from the Power and Control of her said Husband, and as independent of him to all Intents and Purposes whatsoever, as if she was sole and had never been married, or under any other Contract or Agreement whatsoever with him the said *J. W.* and the said *J. W.* shall not, nor will bring, commence or prosecute any Suit or Action whatever, in any Court whatsoever, either Spiritual or Temporal, in Order to compel his said Wife to return to and cohabit with him or against any other Person or Persons whatsoever upon her Account, or for receiving, harbouring or entertaining her, or for any other Cause relating to her whatsoever. And further, that in Case the said *J. W.* after the

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Return

## Separation.

Return of his said Wife as aforesaid, should or shall at any Time shut up, lock up, or otherwise confine the said *P. W.* as aforesaid, or shall keep or conceal his said Wife from the Knowledge of the said *B. B.* and *O. E.* or either of them, or any of her Friends, or Relations, that then and in such Case, it shall and may be lawful to and for the said *B. B.* and *O. E.* or either of them, their, or either of their Executors or Administrators, upon his Refusing to confess truly and discover where he hath concealed her, upon his refusing to produce the said *P. W.* and to deliver her up to the said *B. B.* and *O. E.* their Executors or Administrators, and to set her at her own free Liberty, by Writ of *Habeas Corpus*, in her Name, or by any other lawful Ways or Means on her Account, to procure her to be produced to, and delivered up to the Care of the said *B. B.* and *O. E.* their Executors or Administrators, and forthwith to be set at her own free Liberty, so to continue from thenceforth, and never after to come or be under the Restraint, Custody, Power or Control of the said *J. W.* And the said *J. W.* shall not, nor will compel her, nor shall the said *P. W.* at any Time hereafter be compellable to go to, or to cohabit with him the said *J. W.* her said Husband, in any Part beyond the Seas, or in any Part of, or Place in this Kingdom, than within the Liberties of the Cities of *London* or *Westminster*, without her own free Will or Consent. In Witness, &c.

Settle

## Settlement.

### *Before Marriage.*

**T**HIS Indenture Tripartite made, &c. between T. B. Esq; eldest Son and Heir of H. B. of the first Part, M. N. only Daughter and Heir of J. N. Esq; of the second Part, and J. B. and T. N. of the third Part, witnesseth, That in Consideration of a Marriage intended by God's Permission, to be had and solemnized between the said T. B. and M. N. and of the Conveyance and Settlement herein after made by the said M. N. of the Manor, Mesuages, Lands, Tenements and Hereditaments, with their Appurtenances, belonging to her, herein after particularly mentioned, being Freehold, and of the Surrender herein after agreed to be made by her of several Lands, Tenements and Hereditaments to her also belonging, being Copyhold, to such Uses, Intents and Purposes, as are herein after expressed: And also in Consideration of such further Advancement and Benefit in Money, Lands and otherwise, as will accrue or arise to the said T. B. by the said intended Marriage, and for the Settling and Assuring of a competent Jointure and Maintenance for the said M. N. during her Life, and also for the Settling, Conveying and Assuring of the Manor, Mesuages, Lands, Tenements and Hereditaments, with their Appurtenances, belonging to the said T. B. herein after particularly mentioned, being Freehold, and for the Surrendring and Settling of such other Mesuages, Lands, Tenements and Hereditaments, with their Appurtenances, belonging to the said T. B. as are herein after particularly mentioned, being Copyhold, to such Uses, Intents and Purposes, and in such Sort, Manner and Form, as are herein after expressed and declared,



and for and in Consideration of five Shillings of lawful Money of *Great Britain* by the said *J. B.* and *T. N.* to the said *T. B.* in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, him hereunto moving, he the said *T. B.* hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, bargain, sell, release and confirm unto the said *J. B.* and *T. N.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them made by the said *T. B.* by Indenture Tripartite, between the said *T. B.* on the first Part, the said *M. N.* on the second Part, and the said *J. B.* and *T. N.* on the third Part, bearing Date on the Day next before the Day of the Date of these Presents, in Consideration of five Shillings of lawful *British* Money to him in Hand paid by the said *J. B.* and *T. N.* for the Term of one Year from the Day next before the Day of the Date of the said Indenture, and by Force of the Statute for transferring Uses into Possession) and to their Heirs, **All** that the Manor of, &c. and also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of him the said *T. B.* of, in, to or out of all and singular the said Manor, Mesuages, Lands, Tenements, Hereditaments and other the Premises herein before mentioned or intended to be hereby granted, bargained, sold or released, or any Part or Parcel thereof, in any wise howsoever (except as before excepted); **To have and to hold** the said Manor, Mesuages, Lands, Tenements and Hereditaments herein before mentioned, or intended to be hereby released, with their and every of their Rights, Members and Appurtenances, (except as before excepted) unto the said *J. B.* and *T. N.* and their Heirs, **To** and for the several Uses, Intents and Purposes herein

herein after declared, expressed, limited or appointed, as well for and concerning the said Premises herein before released by the said *T. B.* as for and concerning the Manor, Lands, Tenements and Hereditaments, with their Appurtenances, herein after mentioned and intended to be hereby released by the said *M. N.* and to and for no other Use, Intent or Purpose whatsoever: **And this Indenture further witnesseth,** That in Consideration of the said intended Marriage, and of the Jointure and Maintenance intended to be made and provided for the said *M. N.* during the Term of her natural Life, in and by this present Indenture, or pursuant to the Covenants and Agreements herein contained, and for the Settling of the Manor, Mesuages, Lands, Tenements and Hereditaments, with their Appurtenances, next herein after mentioned, being Freehold, and belonging to her the said *M. N.* **To** and for the Uses, Intents and Purposes herein after mentioned and expressed; **And also** in Consideration of five Shillings of like lawful Money, by the said *J. B.* and *T. N.* to her the said *M. N.* in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, her hereunto moving, she the said *M. N.* **hath** bargained, sold, released and confirmed, and by these Presents doth bargain, sell, release and confirm unto the said *J. B.* and *T. N.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them made by the said *M. N.* by the above mentioned Indenture Tripartite, bearing Date the Day next before the Day of the Date of these Presents, in Consideration of five Shillings of lawful *British* Money to her in Hand paid by the said *J. B.* and *T. N.* for the Term of one Year from the Day next before the Day of the Date of the said Indenture, and by Force of the Statute for transferring Uses into Possession) and to

## Settlement.

their Heirs, **All** that the Manor of, &c. and also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of her the said *M. N.* of, in, to, or out of all and singular the said Manor, Mesuages, Lands, Tenements, Hereditaments, and other the Premises herein before mentioned, or intended to be hereby by her the said *M. N.* bargained, sold or released, or any Part or Parcel thereof in any wise howsoever; **To have and to hold** the said Manor, Mesuages, Lands, Tenements and Hereditaments herein before mentioned, or intended to be by the said *M. N.* hereby released, with their and every of their Rights, Members and Appurtenances, unto the said *J. B.* and *T. N.* and their Heirs, **To** and for their several Uses, Intents and Purposes herein after declared, expressed, limited or appointed, (that is to say) as for and concerning all and singular the Premises herein before mentioned, or intended to be hereby released by the said *T. B.* as aforesaid, with their Appurtenances, **To the Use and Behoof** of the said *T. B.* his Heirs and Assigns, until the Solemnization of the intended Marriage, and as for and concerning all and singular the Premises herein before mentioned, and intended to be hereby released, by the said *M. N.* as aforesaid, with their Appurtenances, **To the Use and Behoof** of the said *M. N.* her Heirs and Assigns, until the Solemnization of the said intended Marriage; **And** from and immediately after the Solemnization of the said intended Marriage, **Then** as for and concerning all and singular the Premises herein before mentioned, or intended to be hereby released, as well by the said *T. R.* as by the said *M. N.* with their and every of their Appurtenances, **To the Use and Behoof** of the said *T. B.* for and during the Term of his natural Life, without Impeachment of and for any Manner of Waste, and from and after the Determination of that Estate, **To the Use** of the said *J. B.* and

and *T. N.* their Heirs and Assigns, for and during the natural Life of the said *T. B.* Upon Trust only for preserving the contingent Uses and Estates herein after limited, and to make Entries for the same, if need shall require; But that the said *J. B.* and *T. N.* their Heirs or Assigns, shall permit and suffer the said *T. B.* and his Assigns, to receive and take the Rents, Issues and Profits thereof, and of every Part thereof, to his and their own Use, and from and immediately after the Death of the said *T. B.* To the Use and Behoof of the said *M. N.* and for and during the Term of her natural Life, with full Power and Liberty for her the said *M. N.* and her Assigns, to cut, fell and dispose of all the Woods, Timber-trees, and other Trees growing upon, or to grow upon any of the Woods, Lands and Wood Grounds hereby released and conveyed by her the said *M. N.* in such Manner as the same have heretofore been usually cut, felled or disposed of, or may be by the Custom or Usage of the Country in which the same are situate, which said Estate of the said *M. N.* for her Life, is and shall be in Part of her Jointure, which is to be made up and compleated by the Estates for Life intended to be limited to her, of and in the several Copyhold Mesuages, Lands, Tenements and Hereditaments herein after mentioned, and intended to be surrendered by the said *T. B.* and *M. N.* and of and in the Freehold, Mesuages, Lands, Tenements and Hereditaments intended to be purchased by the said *T. B.* pursuant to the Covenants and Agreements for these Purposes herein after contained, in full Recompence, Lieu and Satisfaction of and for all Dower which the said *M. N.* may or might otherwise have, claim or challenge in all or any of the Manors, Mesuages, Lands, Tenements or Hereditaments of the said *T. B.* her intended Husband: And from and immediately after the Decease of the said *M. N.* To the Use and Behoof of the first Son of the said *T. B.* on the Body of the said



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*M. N.* lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully to be begotten; **And** for Default of such Issue, **To the Use and Behoof** of the second Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such second Son lawfully to be begotten; **And** for Default of such Issue, **To the Use and Behoof** of the third Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such third Son lawfully to be begotten; **And** for Default of such Issue, **To the Use and Behoof** of the fourth Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such fourth Son lawfully to be begotten; **And** for Default of such Issue, **To the Use and Behoof** of the fifth, sixth, seventh, eighth, ninth, tenth, and all and every other Son and Sons of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, severally and successively one after another in Order and Course, as they shall be in Seniority of Age, and Priority of Birth, and of the several Heirs Male of their several and respective Bodies lawfully to be begotten; the Elder of the said Sons, and the Heirs Male of his Body, being always preferred before the Younger, and the Heirs Male of their Bodies; **And** for Default of such Issues, then in Case the said *M. N.* shall happen to be ensient with Child or Children by the said *T. B.* at the Time of his Death, **To the Use and Behoof** of the said *J. B.* and *T. N.* and their Heirs, until the said *M. N.* shall be of such Child or Children delivered or die, which shall first happen; **In Trust** for the Benefit of such after-born Child or Children: **And** if such after-born Child or after-born Children shall happen to be a Son or Sons, then to the Use of such after-born Son and after-born Sons severally and successively, as they shall be in Priority of Birth, and of the Heirs Male of the Body and Bodies

dies of such after-born Son and after-born Sons; the Elder of such after-born Sons, and the Heirs Male of his Body, being preferred to take before the Younger of such after-born Sons, and the Heirs Male of his Body; **And** for Default of such Issue, **To the Use and Behoof** of the said *J. B.* and *T. N.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of five hundred Years from henceforth next ensuing, and fully to be compleat and ended, without Impeachment of Waste: **Nevertheless** upon such Trusts, and for such Uses, Intents and Purposes, as are herein after declared, touching or concerning the said Term of Years; **And** from and immediately after the End, Expiration, Surrender and other Determination of the said Term of five hundred Years, **Then** to the Use and Behoof of the said *T. B.* his Heirs and Assigns for ever: **And** it is hereby agreed and declared by and between all and every of the said Parties to these Presents, and the true Intent and Meaning of the said Parties, and of these Presents is, **That** the said Term and Estate, so as aforesaid limited to the said *J. B.* and *T. N.* their Executors, Administrators, and Assigns, for five hundred Years, is upon this special Trust and Confidence, and to the Intent and Purpose, that in Case there shall be no such Issue Male of the Body of the said *T. B.* on the Body of the said *M. N.* begotten, or there being such Issue Male, all of them shall happen to die without Heirs Male of their Bodies, before any of them shall attain to the Age of Twenty-one Years, and there shall happen to be one or more Daughter or Daughters of the Body of the said *T. B.* on the Body of the said *M. N.* his intended Wife begotten, living at the Time of Failure of such Issue Male, and the Heirs Male of their Bodies as aforesaid, or at any Time after; **Then** upon Trust, that they the said *J. B.* and *T. N.* or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do by

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Sale or Demise of all or any Part of the said Manors, Mesuages, Lands, Tenements, Hereditaments, and other the said hereby released Premises, for all or any Part of the said Term of five hundred Years, or by and out of the Rents, Issues and Profits of the said Premises or otherwise, as to them in their Discretion shall seem meet, levy and raise, after the Death of the said T. B. or in his Life-time, if he shall signify his Consent thereunto by any Writing or Writings under his Hand and Seal, attested by two or more credible Witneses, such Portion and Portions for such Daughter and Daughters as follows, *viz.* In Case of one such Daughter only, then the Sum of sixteen thousand Pounds for such one Daughter; and in Case there shall be two or more such Daughters, then the Sum of twenty thousand Pounds for the Portions of such two or more Daughters, to be equally divided between or amongst them, Share and Share alike. The same Portion and Portions to be paid at such Times, and in such Manner, as is herein after mentioned, (that is to say) in Case there shall be only one such Daughter, then the said Sum of sixteen thousand Pounds, so to be levied and raised for the Portion of such one Daughter, shall be paid to her at her Age of twenty one Years, or Day of Marriage, which shall first happen, in Case the said T. B. shall be then dead; and in Case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same, from and after his Decease, after the Rate of five Pounds *per Cent. per Ann.* unless the said T. B. shall have appointed or consented to the Payment thereof, as aforesaid, in his Life-time; **And** in Case there shall be two or more such Daughters, then the said Sum of twenty thousand Pounds (so to be levied and raised for the Portions of such two or more Daughters) shall be equally divided and paid unto and amongst such Daughters at their respective Ages of one and twenty Years, or Days of Marriage, which shall

shall first respectively happen, in Case the said *T. B.* shall be then dead ; and in Case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same, from and after his Decease, after the Rate of five Pounds *per Cent. per Ann.* unless the said *T. B.* shall have appointed or consented to the Payment of such Portions, or any of them as aforesaid, in his Lifetime ; And upon this further Trust, that they the said *J. B.* and *T. N.* or the Survivor of them, and his Executors or Administrators, shall and do, after the Death of the said *T. B.* by and out of the Rents and Profits of the said Manors, Mesuages, Lands, Tenements and Premises, so limited to them the said Trustees for the Term of five hundred Years as aforesaid, or by mortgaging some Part or Parcel thereof, after the Death of the said *T. B.* and in the Life of the said *M. N.* subject to her Estate for Life in the mean Time, and until the Portion or Portions of the said Daughter or Daughters shall become payable as aforesaid, raise levy and pay such yearly Sum or Sums of Money for the Maintenance and Education of such Daughter and Daughters, as to the said *J. B.* and *T. N.* or the Survivor of them, or his Executors or Administrators, shall seem meet ; such yearly Maintenance not exceeding the Interest of their respective Portions, at the Rate of five Pounds *per Cent. per Ann.* And upon this further Trust and Confidence, that the Overplus of the said Rents and Profits over and besides what shall be applied for the Portion or Portions, Maintenance and Maintenances of the said Daughter and Daughters, shall until some such Portion or Portions shall become payable, be paid to the Persons who shall for the Time being be next in Remainder or Reversion of the Premises so limited for the said Term of five hundred Years as aforesaid : **Provided** always, and it is hereby declared, that no such Sale shall be made as aforesaid, until some such Portion or Portions shall become



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come payable as aforesaid; And that if any such Daughter or Daughters shall happen to die before her or their Portion or Portions shall become payable as aforesaid, then the Portion or Portions of her or them so dying shall go to, and be equally divided amongst the Survivors and Survivor of them, Share and Share alike, in Case of more than one, and shall be paid at such Time and Times, as her or their original Portion or Portions shall become payable: **Provided nevertheless**, and it is declared and agreed, that no such Daughter shall by Survivorship, or otherwise have or be intitled to receive out of the said Premises so limited to the said Trustees as aforesaid, above the Sum of sixteen thousand Pounds intended as aforesaid for the Portion of one Daughter: **Provided also**, and it is hereby declared, that if the said *T. B.* shall give any Marriage Portion, or Marriage Portions, with any such Daughter or Daughters, or any Lands, Tenements or Hereditaments, shall any Way descend or come to any such Daughter or Daughters, then such Portions, Lands, Tenements and Hereditaments, shall be reckoned and taken in full (if equal with) or in Part (if not equal with) such Portion or Portions, as is or are hereby intended for such Daughter or Daughters, unless the said *T. B.* shall, by some Writing under his Hand and Seal, attested by two or more credible Witnesses, declare the contrary: And upon this further Trust and Confidence, that after the said Sum of sixteen thousand Pounds shall be levied and raised for such one Daughter, or the said Sum of twenty thousand Pounds for such two or more Daughters, together with all Costs, Charges and Expences, in or about the Levying or Raising thereof; or in Case the said *T. B.* his Heirs or Assigns, shall pay the said Sum of sixteen thousand Pounds to such one Daughter, or the said Sum of twenty thousand Pounds to such two or more Daughters, at such Time or Times as are herein before respectively limited or

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appointed for Payment thereof, or any Part thereof, that then, or at any Time afterwards, they the said *J. B.* and *T. N.* their Executors, Administrators and Assigns, shall and will, upon the reasonable Request, and at the proper Cost and Charges of the said *T. B.* his Heirs or Assigns, surrender and yield up the said Estate and Term of five hundred Years to the said *T. B.* his Heirs or Assigns, or to such Person or Persons as he or they shall direct or appoint: **Provided** likewise, and it is hereby declared and agreed by and between all the said Parties to these Presents, that neither of them the said *J. B.* or *T. N.* nor either of their Heirs, Executors or Administrators, shall in or about the Execution of the said Trust be answerable or accountable for the Act, Deed, Receipt or Default of the other of them, his Heirs, Executors or Administrators, but each for himself and his own Heirs, Executors and Administrators, and his and their own Acts, Deeds, Receipts or Defaults only; nor shall any of them respectively be answerable or accountable for any Money, which shall be levied or raised out of the said Trust Estate, but what shall be actually received by them or their Order respectively: **And** whereas the said *T. B.* stands seised to the Use of him and his Heirs, according to the Customs of the several Manors herein after mentioned, of and in the several Copyhold Mesuages, Lands, Tenements and Hereditaments, with their Appurtenances in the said County of *E.* next herein after described and set forth, lying contiguous or near adjoining to several Parts of the above mentioned Freehold Premises belonging to the said *T. B.* (that is to say) all that customary Mesuage, &c. ——— To which said customary Mesuage the said *T. B.* was admitted upon the Surrender of *A. B.* made on or about the 10th Day of *March*, *Anno Dom.* 1690. as by the Copies of the said several Admissions, and the Court-Rolls of the said several Manors, Relation being thereunto

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unto respectively had, may more fully appear: **Now this Indenture further witnesseth**, That the said *T. B.* in Consideration of the said intended Marriage, and for the other Considerations above mentioned, doth hereby covenant, promise and agree to and with the said *J. B.* and *T. N.* their Heirs and Assigns, that he the said *T. B.* shall and will, within one Month next ensuing the Date of these Presents, according to the Customs of the said respective Manors, whereof the above mentioned Copyhold Mesuages, Lands, Tenements and Hereditaments belonging to the said *T. B.* are respectively holden, surrender into the Hands of the Lords of the said respective Manors, the said several and respective Mesuages, Lands, Tenements and Hereditaments, which are respectively held of the said Manors, and all other the customary Mesuages, Lands, Tenements and Hereditaments of him the said *T. B.* or of any other Person or Persons in Trust for him, holden of the said respective Manors by Copy or Court Roll, with their and every of their Appurtenances, to the Use of the said *T. B.* his Heirs and Assigns, until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization of the said intended Marriage, to the Use of the said *T. B.* during the Term of his natural Life; and after the Determination of that Estate, to the Use of the said *J. B.* and *T. N.* and their Heirs, during the natural Life of the said *T. B.* **In Trust** to preserve the contingent Remainders herein after to be limited, and to make Entries for the same if needful, but not to convert the Rents, Issues and Profits thereof, to their or any of their own Use; **And** from and immediately after the Decease of the said *T. B.* to the Use of the said *M. N.* for the Term of her natural Life, with all such other Remainders and Limitations over as are herein before expressed, limited or appointed, touching or concerning the Freehold Manors, Mesuages, Lands, Tenements and

and Hereditaments herein before mentioned or intended to be hereby released as aforesaid; **And** further, that he the said *T. B.* shall and will, at his own proper Costs and Charges, at the next Court which shall be held for the said respective Manors, next after the Solemnization of the said intended Marriage, cause or procure the said *M. N.* to be admitted Tenant, according to the Customs of the said respective Manors, for the Term of her natural Life, of or to the several Copyhold Premises holden of the said Manors respectively as aforesaid: **And whereas** the said *M. N.* stands seised, to the Use of her and her Heirs, according to the Custom of the Manor of *B.* in the County of *B.* of and in all that Mesuage, &c. **To** which said Copyhold Premises the said *M. N.* was admitted upon or about the tenth Day of *May Anno Dom. 1712.* as Daughter and Heir of the above named *J. N.* her late Father: **Now this Indenture** further witnesseth, that the said *M. N.* in Consideration of the said intended Marriage, and for the several other Causes above mentioned, doth hereby covenant and agree with the said *J. B.* and *T. N.* their Heirs and Assigns, that she the said *M. N.* shall and will within one Month next after the Date of these Presents, according to the Custom of the said Manor of *B.* surrender into the Hands of the Lord of the said Manor, the said last mentioned Copyhold Mesuages, &c. and all other her customary Mesuages, Lands, Tenements and Hereditaments, with their Appurtenances, holden of the said Manor, **To** the Use of the said *M. N.* her Heirs and Assigns, until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization of the said intended Marriage, to such Uses, Intents and Purposes, as the Copyhold Premises belonging to the said *T. B.* are herein above agreed to be surrendered: **Provided** always, and it is hereby declared and agreed by and between all the Parties to these Presents, that



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if the Lords of the said several Manors, of whom the said Copyhold Premises belonging to the said *T. B.* or *M. N.* are respectively holden, or any of them, shall not think fit to admit or accept the Surrender of the said Copyhold Premises, holden of their respective Manors, to the Use of the said *J. B.* and *T. N.* their Executors, Administrators and Assigns, for the above-mentioned Term of five hundred Years, upon the Trusts, and for the Intents and Purposes herein before expressed; **Then** instead of the Limitation of such Parts of the said Copyhold Premises respectively, whereof such Surrender or Surrenders to that Use shall not be admitted or accepted, the same shall be respectively limited in Default of Sons or their Issue, in case there be any Daughter and Daughters of the said *T. B.* by the said *M. N.* living at the Time of the Death of the said *M. N.* to the Use of the said *J. B.* and *T. N.* their Heirs and Assigns, until such Portion or Portions as aforesaid, for one or more such Daughter or Daughters, shall be levied, raised and paid; **And** in Trust, that they the said *J. B.* and *T. N.* their Heirs or Assigns shall levy, raise and pay such Portion or Portions, as well by or out of the said Copyhold Premises, as the Freehold Premises herein above-mentioned, or some Part or Parcel thereof, in such Manner, and at such Time or Times, as the said *J. B.* and *T. N.* their Executors, Administrators or Assigns, are directed or impowered to levy, raise or pay the same in or by this present Indenture, out of the Freehold Premises so limited to them as aforesaid, for the Term of five hundred Years; **And** from and after the Levying, Raising and Paying of the said Portion or Portions, and all Costs, Charges and Expences, in and about the same; or in case there shall be no such Daughter or Daughters living at the Time of the Death of the said *M. N.* then to the Use of the said *T. B.* his Heirs and Assigns for ever: **And** whereas it is agreed between the said *T. B.* and *M. N.*

*M. N.* that the said several Freehold and Copyhold Premises are and shall be taken to be of the clear yearly Value of four hundred and seventy-two Pounds, and that other Freehold Mesuages, Lands, Tenements and Hereditaments of the clear yearly Value of three hundred and thirty Pounds, above all Charges and Reprizes, (except Parliamentary Taxes) shall be with all convenient Speed purchased by the said *T. B.* and conveyed and settled to, for, or upon the same Uses, Trusts, Intents and Purposes, as the said Freehold Premises herein above mentioned are by this present Indenture conveyed or settled, or mentioned or intended to be conveyed or settled; **And** whereas the said *T. B.* for better Securing the Performance of the said Agreement, **Hath** by Indenture under his Hand and Seal, bearing even Date with these Presents, assigned and transferred to the said *J. B.* and *T. N.* their Executors, Administrators and Assigns, the several Annuity Orders particularly mentioned in the Schedule hereunto annexed, together with the several Tallies thereunto belonging, which Annuities amount in the Whole to the Sum of two hundred and fifty Pounds *per Ann.* and are payable at the Receipt of his Majesty's Exchequer, out of the Duties on Coal, Culm, Cinders, &c. for the Remainder of a Term of ninety nine Years, commencing from the twenty-fifth Day of *March* in the Year of our Lord one thousand seven hundred and six; **And** hath also assigned by Indorsement under his Hand, bearing even Date with these Presents, the several Orders in the Class Lotteries of the Years one thousand seven hundred and eleven, and one thousand seven hundred and twelve, in the said Schedule hereunto annexed, particularly mentioned and described, for Payment of several Sums of Money, amounting in the Whole to the Sum of two thousand six hundred seventy-five Pounds principal Money, with Interest for the same, till the respective Times of Payment thereof, after the  
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Rate of six Pounds *per Cent. per Ann.* amounting together to one hundred sixty Pounds ten Shillings *per Ann.* as by the said Indenture, and the said Annuity and Class Orders, Relation being thereunto had, may more fully appear; which said Orders, and the Annuities and other Sums of Money thereby payable, are, according to the present Value of Securities of the like Sort, now worth to be sold the Sum of seven thousand and fifty Pounds of lawful *British* Money: It is hereby declared, consented to, concluded and agreed by and between all the said Parties to these Presents, that the said Annuity Orders and Class Orders, and the several Annuities, and all other Sums of Money thereupon or thereby payable, or to become payable, are so assigned to the said *J. B.* and *T. N.* their Executors, Administrators and Assigns as aforesaid, **Upon the Trusts**, and to and for the Uses, Intents and Purposes herein after expressed, touching or concerning the same, (that is to say) **Upon Trust**, that they the said *J. B.* and *T. N.* their Executors, Administrators or Assigns, shall sell and dispose of the said Orders, or any of them, and the said Annuities, and all other Sums of Money thereby respectively payable from Time to Time, as there shall be Occasion for making such Purchases as are herein after mentioned, or when thereunto requested by the said *T. B.* and *M. N.* or the Survivor of them, by Writing under their Hands, or the Hands of the Survivor of them, attested by two or more credible Witnesses; and that the Money arising by the Sale thereof, or any Part thereof, shall be paid, laid out and applied, in, for, or about the Purchasing of Freehold Lands, Tenements or Hereditaments, of the clear yearly Value of three hundred and thirty Pounds over and above all Charges and Reprizes, (except Parliamentary Taxes) which Lands, Tenements and Hereditaments are to be purchased with all convenient Speed, pursuant to the aforesaid Agreement, either together

ther or in Parcels, to be approved of by the said *T. B.* and *M. N.* or the Survivors of them, by Writing under their Hands, or the Hand of the Survivor of them, attested as aforesaid; **And** in case of both their Deaths, before such Purchase or Purchases to such yearly Value as aforesaid shall be so approved, then the Purchase of the said Lands, Tenements and Hereditaments, shall be approved of in Manner as aforesaid, by the Executors or Administrators of the Survivor of them the said *T. B.* and *M. N.* and the said *J. B.* and *T. N.* or the Survivor of them, or the Executors or Administrators of such Survivor: **And** that the said Lands, Tenements and Hereditaments when so purchased, and every Part and Parcel thereof, with their Appurtenances, shall at the Time of every such Purchase respectively be conveyed, settled and assured, to, for and upon the same Uses, Trusts, Intents and Purposes, as the said Freehold Manors, Lands, Tenements and Hereditaments herein above mentioned and intended to be hereby released by the said *T. B.* are conveyed, settled, limited or appointed, or such of the said Trusts, Uses, Intents or Purposes, as shall not before that Time have been determined; **And upon further Trust,** That until the said Annuity and Class Orders shall be all sold, the said Annuities and Interest Money, and all other yearly Profits arising by or upon the said Orders, or any of them respectively remaining unfold, and also all the Interest and other Profits which shall be made or proceed by or from the Money arising by the Sale of the said Orders, or any of them, until such Money shall be paid and laid out in the Purchase of such Lands, Tenements and Hereditaments as aforesaid, shall from Time to Time go and be paid to such Person and Persons who should or would be intitled to the Rents and Profits of the Lands, Tenements or Hereditaments, intended to be purchased with the said Money, in case the same had been so purchased and settled, according to the true Intent



tent and Meaning of these Presents; **Provided** nevertheless, and it is agreed between all the said Parties to these Presents, That if any Lands, Tenements or Hereditaments, being Copyhold of Inheritance, shall happen to lie intermixed with or contiguous to any Freehold Estate which shall be thought fit to be purchased with any Part of the said Trust Money, and shall be approved of as aforesaid, then such Copyhold Lands, Tenements or Hereditaments, may be purchased and paid for out of the said Trust Money, and settled to the Uses aforesaid; any Thing herein before contained to the contrary notwithstanding, so as such Copyhold Lands, Tenements and Hereditaments, do not exceed in the Whole the annual Sum or annual Rent of thirty Pounds; **And further**, that the said Orders, until the same shall be respectively sold as aforesaid, and the Tallies thereunto belonging, shall be kept locked up in a Chest, or strong Box, to be provided for that Purpose, with four Locks and Keys, one of which Keys shall be kept by the said *J. B.* his Executors or Administrators, another by the said *T. N.* his Executors or Administrators, another by the said *T. B.* his Executors or Administrators, and the other by the said *M. N.* her Executors or Administrators, excepting only when it shall be necessary for the said Orders to be carried to the proper Offices for having the said Annuities and Interest directed and paid thereupon, for which Purpose the same shall so often be delivered out of the said Chest or Box to the said *T. B.* during his natural Life, and after his Decease to the said *M. N.* during her natural Life, and the said Orders shall from Time to Time be returned again by them respectively, with all convenient Speed, to the said Chest or Box, and there locked up as aforesaid: **And** that the Money which shall arise by the Sale of any of the said Orders, and all such Sum and Sums of Money as shall happen to be paid by the Government, for or on Account of the principal Money

Money mentioned in the said Class Orders, or any of them, or in Satisfaction or Discharge of the said Annuities, or any of them, shall from Time to Time, until the same shall be laid out in the Purchase of such Lands, Tenements or Hereditaments as aforesaid, be placed out or disposed of on such Securities, or invested in such publick Stocks or Funds as the said *T. B.* and *M. N.* or the Survivor of them, his or her Executors or Administrators, shall by Writing under their Hands, or the Hands of the Survivor of them, or of his or her Executors or Administrators, direct, order or appoint; And that neither of them the said *J. B.* or *T. N.* nor either of their Heirs, Executors or Administrators, shall be answerable or accountable for the Act, Deed, Receipt or Default of the other of them, his Heirs, Executors or Administrators, but each for himself and his own Heirs, Executors and Administrators, and his or their own Acts, Deeds, Receipts and Defaults only; nor shall any of them respectively be answerable for any Money but what shall be actually received by them, or their Order respectively; And that they the said *J. B.* and *T. N.* their Heirs, Executors and Administrators, shall and may have, take, receive, deduct, retain and keep by and out of the said Orders, and the Annuities and Interest thereby payable, or by and out of the Money arising by the Sale or Disposition thereof, or which shall be paid in Discharge of the said Orders, or the Interest or other Profits which shall proceed from such Money, all such Costs, Charges, Expences, Sum and Sums of Money, as they or any of them respectively shall or may expend, pay, lay out, disburse or be put unto, for or about, touching or concerning the several Trusts hereby in them reposed, relating to the said Annuity and Class Orders, and the Purchasing of such Estate or Estates, as aforesaid, or in or about the Discharge or Execution thereof, or any Part thereof, in any  
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## Settlement.

wife howsoever; **And** the said *T. B.* for himself, his Heirs, Executors and Administrators, doth hereby covenant and promise to and with the said *J. B.* and *T. N.* their Executors and Administrators, that in case a greater Sum of Money than the above mentioned Sum of seven thousand and fifty Pounds shall be necessary for the Compleating such Purchase of Lands, Tenements or Hereditaments, as aforesaid, of the clear yearly Value of three hundred and thirty Pounds above Charges and Reprises, (excepting Parliamentary Taxes) he the said *T. B.* his Heirs, Executors or Administrators, shall and will advance and pay such greater or further Sum of Money when and as soon as the same shall be wanted for that Purpose. **And** it is agreed between all the said Parties to these Presents, that if after the said Lands, Tenements and Hereditaments, of such clear yearly Value as aforesaid, shall be fully purchased, and the Costs and Charges relating thereto paid and discharged, there shall be any Surplus or Remainder of the Money, payable by the said Orders, or arising by or from the same, such Surplus or Remainder of the Money, payable by the said Orders, or arising by or from the same, shall belong and be paid to the said *T. B.* his Executors, Administrators or Assigns, to or for his or their own Use and Behoof: **Provided** always, and it is declared, concluded and fully agreed unto, by and between all and every the Parties to these Presents, **That** it shall and may be lawful to and for the said *T. B.* from Time to Time, during his Life, and also to and for the said *M. N.* after his Decease, if she happen to survive him, and all and every other Person or Persons who shall be in Possession of the above mentioned Freehold and Copyhold Premisses, or any Part thereof, by Virtue of any of the Uses or Limitations herein contained by Writing or Writings under his, her or their Hand and Seal, or Hands and Seals, to dem-  
mise,

mise, grant, lease, limit or 'appoint, all or any Part of the said Freehold or Copyhold Manors, Mesuages, Lands, Tenements, Hereditaments and Premises herein above mentioned and intended to be conveyed, limited or settled, or which shall be purchased in Pursuance of the aforesaid Agreement, to any Person or Persons whatsoever, for the Term of twenty-one Years, or for any Term or Number of Years not exceeding twenty-one Years in Possession, so as upon every such Lease or Leases, Demise or Demises, so much yearly Rent as is now yearly reserved or paid for the Premises thereby to be leased or demised, or a greater Rent, or a proportionable Part at least of such Rent as is now yearly reserved, where only Part of the Premises now letten shall be so leased or demised, shall be reserved, to continue due and payable during the said several Leases and Demises, to such Person or Persons, as shall from Time to Time be intitled to the next and immediate Reversion, Remainder or Inheritance of the said leased and demised Premises, expectant upon the Determination of such Lease or Leases, Demise or Demises, and so as the same be not dispunishable for Waste. And the said T. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said J. B. and T. N. their Executors and Administrators by these Presents, in Manner and Form following; (that is to say) That he the said T. B. for and notwithstanding any Act, Matter or Thing by him or the said H. B. his late Father deceased, had, made, committed, done, or wittingly or willingly suffered to the contrary, (except as is herein after excepted) at and immediately before the Sealing and Delivery of this present Indenture, is solely, lawfully, rightfully and absolutely seised of and in all and singular the said Freehold Manors, Mesuages, Lands, Tenements, Hereditaments and Premises hereby granted or released, or mentioned



ed or intended to be granted or releas'd by him, with their Appurtenances, of a good, sure, perfect and indefeable Estate of Inheritance in Fee-Simple, and is lawfully and rightfully seised of and in all and singular the said Copyhold Lands, Tenements and Hereditaments by him herein before covenanted to be surrendered, with their Appurtenances, of a good, sure, absolute and indefeasible Estate of Inheritance, according to the Custom of the several Manors whereof the same are respectively holden; **And** now hath in himself full Power and lawful and absolute Authority to bargain, sell, convey, release and surrender the said Freehold and Copyhold Premisses, and every Part and Parcel thereof, unto the said *J. B.* and *T. N.* their Heirs and Assigns, **To** or for the Uses, Intents and Purposes herein before mentioned, touching or concerning the same, and in Manner and Form aforesaid; **And** that all the said Premisses now are and be, and from henceforth shall remain and continue free and clear, or otherwise by him the said *T. B.* his Heirs, Executors, Administrators or Assigns, well and sufficiently saved, kept harmless and indemnified, of, from and against all and all Manner of former and other Gifts, Grants, Leases, Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered by the said *T. B.* and *H. B.* or either of them, or by, through, with or under their or either of their Act, Means, Consent, Neglect, Default, Privity or Procurement; **Except** one Indenture of Lease, bearing Date in or about the seventeenth Day of *September*, *Anno Domini 1714.* made by the said *T. B.* to *R. A.* of all that Messuage called, *&c.* and such other Parts of the Freehold Premisses as are herein above-mentioned to be now or late in the Tenure or Occupation of the said *R. A.* (except as in the said Lease is excepted) for twenty-one Years from *Michaelmas*  
next

next after the Date hereof, at two hundred Pounds *per Annum*, payable Half yearly; **And** also one other Indenture of Lease, bearing Date on or about the twenty-ninth Day of *September* in the said Year 1714. made by the said *T. B.* to *A. N.* of the said Mesuage called, &c. and all such other Parts of the said Freehold and Copyhold Premisses, as are herein above mentioned to be now or late in his Tenure or Occupation for twenty-one Years from *Michaelmas* next after the Date thereof, at forty-two Pounds *per Annum*, payable Half-yearly; **And** also except the Remainder of a Term of five hundred Years of Parcel of the Demesnes of the said Manor of, &c. demised by *A. B.* Esq; by Indenture bearing Date on or about the fourth Day of *October*, *Anno Domini* 1695. to *W. R.* commenced from the Date thereof, at a Pepper-Corn Rent, which said Remainder of the said Term is become vested in *J. R.* **In Trust** for the said *T. B.* That the said Term and Estate should attend and wait upon the Freehold and Inheritance of the Premisses then agreed to be conveyed to the said *T. B.* and his Heirs, and to protect the same from mean Incumbrances; **And** also except the Rents and Services due, or to grow due, to the Chief Lord or Lords of whom the said Freehold and Copyhold Premisses are holden, for or in respect of his or their Fee or Seigniority. **And** further, That he the said *T. B.* and his Heirs, and all and every other Person or Persons whatsoever, having or claiming any Estate or Interest of, in, to or out of the said Freehold or Copyhold Premisses, or any Part or Parcel thereof, from, by or under him, shall and will from Time to Time, and at all Times hereafter, at or upon the reasonable Request of the said *J. B.* and *T. N.* their Heirs or Assigns, make, do, acknowledge, levy, execute and suffer, or cause to be made, done, acknowledged, levied, executed and suffered, all and every

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## Settlement.

such further and other reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the better and more perfect surrendring, assuring, settling and confirming of all and singular the said Premisses herein before mentioned, or hereby intended or agreed to be released, surrendred, settled or assured, or any Part or Parcel thereof, **To** the Uses, Intents and Purposes herein before expressed or declared, concerning the same respectively, as by the said *J. B.* and *T. N.* their Heirs or Assigns, or their or any of their Counsel learned in the Law shall be reasonably devised, advised or required, so as the same contain no further or other Warranty than against the Acts of the Persons making the same, and so as for the making thereof the Persons who shall be required to make the same be not compelled or compellable to go or travel from their respective Places of abode. **In Witness, &c.**

*After Marriage.*

**T**HIS Indenture Tripartite, made, &c. Between Sir *J. T.* of, &c. Knight, of the first Part, the Right Hon. *R.* Earl of *S.* and the Right Hon. the Lady *F.* Countess of *S.* his Wife, of the second Part, and *E. B.* of, &c. and *H. J.* of, &c. of the third Part, Witnesseth, That for the Charging, Conveying, Settling and Assuring of the Manor, Lands, Tenements and Hereditaments herein after mentioned, in such Manner as is herein after contained, as also for and in Consideration of the Sum of ten Shillings of lawful Money of *Great Britain*, by them the said *E. B.* and *H. J.* to him the said Sir *J. T.* and also of the further Sum of ten Shillings to the said *R.* Earl of *S.* and *F.* Countess of *S.* his Wife, in Hand paid before the Sealing and Delivery thereof, the Receipt whereof they the said Sir *J. T.*  
*R.*

R. Earl of S. and F. Countess of S. his Wife, do hereby severally acknowledge, and thereof and therefrom do, and each of them doth hereby acquit, exonerate and discharge the said E. B. and H. J. their Heirs, Executors and Administrators, by these Presents, he the said Sir J. T. doth by and with the Consent, and at the Desire and Appointment of the said R. Earl of S. and the said F. Countess of S. his Wife, testified by their being Parties to, and Signing and Sealing hereof, grant, bargain, sell, release and confirm; And the said R. Earl of S. and the said F. Countess of S. his Wife, do hereby grant, bargain, sell, release and confirm, unto the said E. B. and H. J. and their Heirs, in their actual Possession now being by Virtue of an Indenture of Bargain and Sale for a Year, to them the said E. B. and H. J. by him the said Sir J. T. thereof made, which said Bargain and Sale for a Year bears Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for Transferring of Uses into Possession, All that the Manor and Lordship of T. alias F. in the County of G. with all the Rights, Members and Appurtenances thereof, and all and every the Mesuages, Houses, Buildings, Barns, Stables, Orchards, Gardens, Backsides, Mills, Tofts, Cottages, Lands, Meadows, Feedings, Pastures, Marshes, Woods, Underwoods, Commons, Waters, Fishings, Rents, Reversions, Services, Annuities, Fee Farms and Rents whatsoever, reserved upon any Lease or Demise of the Premises, or of any Part thereof, Knights Fees, Escheats, Reliefs, Court Leets, Views of Frankpledge, Goods and Chattels waived, estrayed, Felons and Fugitives Goods, Free Warrens, and all other Rights, Jurisdictions, Privileges and Hereditaments whatsoever, with their Appurtenances, to the said Manor or Lordship belonging or appertaining, or to or with the same Manor or Lordship, or any Part



## Settlement.

thereof, used or enjoyed, or reputed or taken as Part, Parcel or Member thereof, or of any Part thereof, or as belonging thereunto: **And** also the Advowson, Donation, Presentation, and free Disposition of the Rectory or Parsonage of *T. alias F.* aforesaid, and all and every the Tenths, Tithes and Glebe Lands, to the said Rectory or Parsonage belonging or appertaining, and all and every the Mesuages, Lands, Tenements, Meadows, Leafows, Pastures, Feedings, Rents, Reversions, Services, Woods, Waters, Fishings, Ways, Waste Grounds, Commons and Hereditaments whatsoever, of him the said Sir *J. T.* and situate, lying and being in *T. alias F.* aforesaid in the said County of *G.* with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders of the Premises, and all and every the yearly and other Rents and Profits reserved, due and payable upon any Demise, Lease or Leases of the Premises, and every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said Sir *J. T. R.* Earl of *S.* and *F.* his Wife, or any or either of them, of, in, to and out of the Premises, every or any of them, and every or any Part or Parcel thereof; **To have and to hold** all and singular the said Manor, Advowson, Mesuages, Lands, Tenements and Hereditaments, with the Appurtenances above hereby released, or so mentioned or meant to be released, unto the said *E. B.* and *H. J.* and their Heirs and Assigns, upon, to and for the Uses, Trusts, Intents and Purposes, and with, under and subject to the Agreements herein after on such Behalf contained, limited, declared and agreed, but upon, with, under, to or for no other Use, Trust, Intent and Purpose whatsoever, (that is to say) to and for the Use of the said *R.* Earl of *S.* his Heirs and Assigns for ever, charged and chargeable nevertheless with the Payment of the said *E. B.* and *H. J.*

*H. J.* and the Survivor of them, and the Heirs and Assigns of the Survivor of them, for and during the Life of the said *F.* Countess of *S.* one Annuity or yearly Sum of fifty Pounds of lawful Money of *Great Britain*, from and out of the Premises, every or any of them, or any Part or Parts thereof, payable at the two most usual Feast-days or Times in the Year of or for Payment thereof (that is to say) the Feast-day of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions; the first Payment thereof being to be made and paid on the Feast-day of *St. Michael* the Archangel next ensuing the Day of the Date of these Presents, and all such Payments being to be had, recovered and enjoyed without and free of all and all Manner of Charges and Deductions, Defalcations and Abatements whatsoever, of, for or in respect of all, every or any Taxes, Impositions, Rates and Duties upon or by Reason or Means of every or any present or future Act or Acts of Parliament, and otherwise howsoever: **And** to this further Intent and Purpose, **And** it is hereby agreed and declared by and between the said Parties to these Presents, that the said Annuity or yearly Sum of fifty Pounds so limited unto the said *E. B.* and *H. J.* as aforesaid, is upon this special Trust and Confidence, and to the Intent and Purpose that the said *E. B.* and *H. J.* shall pay and dispose of the said Annuity or yearly Sum of fifty Pounds, as the same shall be received (not unto the said *R.* Earl of *S.* or as he shall appoint, but) unto such Person and Persons only, and for such Uses and Purposes only, or otherwise suffer the same to be received by such Person or Persons only, as the said *F.* Countess of *S.* by any Writing signed by her with her Name of her own proper Hand-Writing, in the Presence of two or more credible Witnesses (notwithstanding her Coverture) shall direct or appoint: **And** it is declared and agreed by and be-

## Settlement.

tween the said Parties hereunto, that the Receipt or Acquittance of the said *F.* (notwithstanding her Coverture) shall from Time to Time be a sufficient Discharge unto the said *E. B.* and *H. J.* and their Heirs; and to any other Person or Persons who shall pay the same Rent, or any Part thereof, for the same or for so much thereof as he or they shall so pay, notwithstanding the Coverture of the said *F.* against the said *R. Earl of S.* or any other Person or Persons concerned therein, of which said Annuity or yearly Sum of fifty Pounds the said *R. Earl of S.* or his Assigns, shall not have any Power over, nor shall meddle therewith in any Sort, nor shall the same be liable to his Debts, Acts or Dispositions in any wise; And to the Intent and Purpose also, that so often as it shall happen that the said Annuity or yearly Sum of fifty Pounds at any Time to be behind or unpaid in Part or in all, at and after any of the said Days whereon the same ought to be paid as aforesaid; That then and so often it shall and may be lawful to and for the said *E. B.* and *H. J.* and the Survivor of them, and the Heirs of the Survivor of them, to enter into and upon the said Manor, Lands, Tenements, Hereditaments and Premises, out of which the said Rent is limited and appointed to be issuing, and into and upon every or any Part thereof, and there to distrain for the same and all Arrears thereof, and such Distress or Distresses to detain and keep until they the said *E. B.* and *H. J.* or the Survivor of them, or the Heirs of the Survivor of them, shall have fully received the same for the Trusts and Intents aforesaid; And the said Sir *J. T.* and *R. Earl of S.* do hereby covenant, grant, conclude and agree, to and with the said *F. B.* and *H. J.* that they the said Sir *J. T.* *R. Earl of S.* and *F. Countess of S.* his Wife, shall and will, before the End of *Michaelmas* Term next ensuing the Date of these Presents, acknowledge and levy in due Form of Law unto the said *E. B.* and *H. J.* and the Heirs of one of them,

them, in his Majesty's Court of Common Pleas at *Westminster*, one Fine *Sur Conuizance de Droit come ceo*, &c. with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of and in all that the aforesaid Manor or Lordship of *T. alias F.* &c. and also all and every other the Mesuages, Lands, Tenements, Hereditaments and Premises, herein and hereby by the said Sir *J. T. R.* Earl of *S.* and *F.* any or either of them, to the said *E. B.* and *H. J.* granted, bargained, sold, released and confirmed, or meant, mentioned or intended to be herein and hereby granted, bargained, sold, released and confirmed, with their and every of their Appurtenances, by the Name of the Manor of *T. alias F.* with the Appurtenances, and fourteen Mesuages, fourteen Gardens, two thousand Acres of Land, sixty Acres of Meadow, eighty Acres of Pasture, and sixteen Acres of Wood, with the Appurtenances in *T. alias F.* and also the Advowson of the Church of *T. alias F.* in the County of *G.* or by such other Names, Descriptions, Quantities and Qualities as by the said *E. B.* and *H. J.* or their Counsel learned in the Law shall be thought fit and convenient; which said Fine, and every or any other Fine or Fines so or in any other Manner to be had, acknowledged, levied and executed of the said Manor, Rectory, Mesuages, Lands, Tenements, Hereditaments and Premises, or any of them, or any Part or Parcel thereof, with their and every of their Appurtenances, by and between the said Parties to these Presents, or any of them, shall be and enure, and shall be and is herein and hereby, by and between all and every of the said Parties to these Presents, agreed to be and enure, and shall be adjudged, deemed and taken to be and enure, **To and for** the Uses, Intents and Purposes, and to such Person and Persons, and for such Estate and Estates, and subject to such Charges, Limitations and Agreements as are herein before in such Behalf



## Settlement.

mentioned, limited and appointed, and to or for no other Use, Intent or Purpose whatsoever; **And** the said Sir J. T. doth hereby for himself, his Executors and Administrators, covenant, promise, grant and agree, to and with the said Earl, his Heirs and Assigns, that he the said Sir J. T. hath not done any Act, Matter or Thing whatsoever, whereby to charge or incumber the here in before granted and released Premisses, nor any Part or Parcel thereof, in any Manner whatsoever; **And also**, that he the said Sir J. T. and his Heirs, shall and will at any Time within the Space of, &c. Years next ensuing the Date hereof, upon the reasonable Request, and at the Costs and Charges in the Law of the said R. Earl of S. his Heirs or Assigns, make, do, acknowledge, levy and execute, or cause or procure to be made, done, acknowledged, levied and executed, such further and other lawful and reasonable Act and Acts, Thing and Things, Devices and Assurances in the Law, for the further, better and more absolute Assuring and Suremaking of the aforesaid Premisses to the Uses, Trusts, Intents and Purposes herein before particularly mentioned, as by the said R. Earl of S. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be devised, advised or required: **Provided** that such Conveyance contain no further or other Warranty of Covenants than are in these Presents, and also that such Person or Persons who shall make such Assurance be not compelled or compellable to travel further than the Cities of *London* or *Westminster* for the doing thereof. **In Witness, &c.**

Tickets.

## Tickets.

### *A Subpæna Ticket for Witnesses at the Assizes.*

Mr. *A. B.*

**B**Y Virtue of a Writ of *Subpæna* to you directed, and herewith shewed unto you, you are personally to be and appear before his Majesty's Justices of Assize, on——next, being the 10th Day of *September*, at Nine of the Clock in the Forenoon of the same Day, at the Court then to be holden at —— in the County of——to testify the Truth according to your Knowledge in a certain Cause now depending, and then and there to be tried between *A. B.* Plaintiff, and *C. D.* Defendant, in a Plea of —— on the Part of —— and hereof you are not to fail, on Pain of one hundred Pounds. Dated the —— Day of —— in the —— Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain, France* and *Ireland* King, Defender of the Faith, &c. and in the Year of our Lord 175 ———

### *A Subpæna Ticket on a Writ of Inquiry.*

**B**Y Virtue of a Writ of *Subpæna* to you directed, and herewith shewn unto you, you are personally to be and appear before *R. B.* Esq; Sheriff of the County of *S.* or his Under Sheriff, on *Wednesday* the 12th Day of this Instant *October*, at Two of the Clock in the Afternoon, at the House of Mr. *J. T.* commonly called the *Star Inn* in *L.* then and there to testify the Truth according to your Knowledge, upon a Writ of Inquiry of Damages, to be then and there executed in a certain

## Uses.

Cause now depending between *H. K.* Plaintiff, and *H. H.* Defendant, in a Plea of ——— on the Part of the Plaintiff; and this you are not to omit upon Pain of 100 *l.* Dated the ——— Day of — in the ——— Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, &c. and in the Year of our Lord 175 .

## Uses.

*An Indenture to lead the Use of a Fine.*

**T**HIS Indenture made, &c. Between *R. L.* of, &c. of the one Part, and *W. R.* of, &c. of the other Part, Witnesseth, That it is covenanted, &c. by the said Parties to these Presents, and the said *R. L.* for herself, her Heirs, Executors and Administrators doth covenant, &c. in Manner and Form following, that is to say, that she the said *R. L.* shall and will, before the Feast-day of, &c. at her own proper Costs and Charges in the Law, acknowledge and levy in due Form of Law before the Justices of his Majesty's Court of Common Pleas at *Westminster*, one Fine *Sur Cognizance de droit come ceo*, &c. with Proclamations according to the Form of the Statute in that Case made and provided, all that the, &c. hereafter mentioned, that is to say, one, &c. in *W.* afore-said, &c. called or known by the Name or Names, &c. and bounding and abutting in Manner following (that is to say) by such Names, Bounds, Numbers of Acres and particular Species, as Lands, Meadow, Pasture, &c. as in the said Fine shall be mentioned, and thereby acknowledged to be the Right of the said *W. R.* as that which the said *W. R.* hath of the Grant of the said *L.* and that the said Fine so to be levied, and the Execution thereupon to be had or taken, shall be to the only

only Use and Behoof of the said *W. R.* his Heirs, or Assigns, and not to any other Use or Uses whatsoever. In Witness, &c.

*An Indenture to lead the Use of a Recovery.*

**T**HIS Indenture quadripartite, made, &c. Between *H. P.* of, &c. of the first Part, *T. P.* of, &c. of the second Part, *J. T.* and *J. S.* of the third Part, and *A. P.* of, &c. Widow, late Wife of *T. P.* deceased, of the fourth Part, Witnesseth, That for divers good Causes, &c. it is covenanted, &c. by and between the said Parties to these Presents, and each of the said Parties to these Presents, do covenant, &c. to and with the others of them in Manner and Form following, that is to say, That he the said *J. T.* and *J. S.* shall, on or before the Feast-day of, &c. next ensuing, purchase and sue forth out of the High Court of Chancery of our Sovereign Lord the King one Original Writ of Entry *sur Disseisin en le post* against the said *H. P.* returnable before the Justices at a certain Time in the said Writ, and thereby shall demand against the said *H. P.* all the Lands, &c. situate, lying and being in *H.* and *W.* or in either of them in the said County of *S.* called or known by the Name of, &c. or by whatsoever other Name or Names the same hath been called or known, or as Part, Parcel or Member thereof, reputed, esteemed or taken, containing in all by Estimation, &c. whether more or less thereof there be; and also all and singular other the Premises, with the Appurtenances in *H.* and *W.* aforesaid, or in either of them which the said *H. P.* lately purchased or had of the Gift or Grant of the said *T. P.* Party to these Presents, by certain Names, Numbers of Acres and Quantity of Land in the said Writ to be specified, unto which said Writ the said



said *H. P.* shall appear *gratis*, and take upon him the Tenancy of the said Lands, Tenements, and other the Premises, with the Appurtenances, and vouch to Warranty the said *T. P.* Party to these Presents, who shall likewise appear *gratis*, and after shall make a Departure in Despight of the Court, so that Judgment shall be thereupon given, that the said *J. T.* and *J. S.* shall recover the said Lands, &c. and other the Premises in the said Writ to be contained against the said *H. P.* and that the said *H. P.* shall recover in Value against the said *T. P.* Party to these Presents, and the said *T. P.* Party to these Presents, shall recover in Value against the said Common Vouchee, and that Execution of the said Common Recovery so to be had, shall be made according to the Form of Common Recoveries in such Case used. **And further** the said *J. T.* and *J. S.* *H. P.* and *T. P.* Parties to these Presents, and the said Common Vouchee and either and every of them, shall and will make, do and acknowledge, execute and suffer all and every such Act and Acts, Thing and Things whatsoever, meet, necessary or expedient for the Prosecution of the said Recovery, and the Execution thereupon, according to the Form and Order of Common Recoveries, with double Voucher in such Cases used. **And** it is further covenanted, &c. by and between all the said Parties to these Presents, and each of the said Parties doth by these Presents covenant, grant, conclude, condescend and fully agree, to and with the other of them, in Manner and Form following, (that is to say) That the said Recovery of all and singular the Lands, &c. and other the Premises, shall for ever immediately from and after the Recovery and Execution had, be and remain, and all and every Person and Persons, which now or at any Time of the said Recovery to be had, shall stand and be seised of the said Premises, or of any Part thereof, shall stand and be seised of all and singular the Lands, &c. and other the Premises

misses and every Part thereof, to the only Use and Uses hereafter expressed, and not to any other Use or Uses, Intents and Purposes, that is to say, **To the Use** of the said *A. P.* for and during the Term of her natural Life, and after her Decease, **To the Use and Benefit** of the said *H. P.* his Heirs and Assigns for ever, and not to any other Use or Uses. **In Witness, &c.**

*An Indenture to lead the Uses both of a Fine and Recovery.*

**T**HIS Indenture Tripartite, made, &c. Between *J. G.* of, &c. of the first Part, *R. R.* of, &c. of the second Part, and *T. B.* of, &c. of the third Part, Witnesseth, that for divers good Causes and Considerations it is covenanted, granted, concluded and fully agreed upon, by and between all the said Parties to the Presents, and each of the said Parties do by these Presents, for themselves, their Heirs, &c. covenant, grant, conclude and fully agree to and with the other of them, their Heirs, Executors, &c. in Manner and Form following, that is to say, That the said *J. G.* shall and will before the ——— &c. next, &c. at his own proper Costs and Charges in the Law, before the Justices of our Sovereign Lord the King, in his Majesty's Court of Common Pleas at *Westminster*, acknowledge and levy one Fine *sur Cognizance de droit come ceo que il ad de son done* unto the said *R. R.* and *T. B.* with Proclamations, according to the Form of the Statute in such Case made and provided in due Form of Law to be had and levied, of **All** that Mesuage, &c. situate, lying and being in the Parish of *H.* in the County of *K.* now in the Tenure or Occupation of *A. T.* the Younger, and sometime were the Lands and Tenements of *W. H.* deceased, by certain Names, Number of Acres and Quantity of Land in the said Fine

to be contained, by which Fine the said *J. G.* shall acknowledge the said Mesuage, &c. and all and singular other the Premisses, with the Appurtenances, to be the Right of the said *R. R.* and *T. B.* as those which the said *R. R.* and *T. B.* shall have of the Gift of the said *J. G.* and the same shall remise, release and quit Claim unto the said *R. R.* and *T. B.* and their Heirs for ever, which said Fine so to be acknowledged and levied, and the Execution thereupon to be had and taken, and the said Mesuages, &c. shall be adjudged, deemed and taken to be, and the same and every Part and Parcel thereof shall be, to the only Use and Behoof of the said *R. R.* and *T. B.* their Heirs and Assigns for ever, and not to any other Uses whatsoever. And further, That the said *R. R.* and *T. B.* shall, after the said Fine so to be acknowledged and levied, permit and suffer the said *T. B.* Party to these Presents, and *J. D.* to purchase and sue forth against them the said *R. R.* and *T. B.* one Writ of Entry *sur Disseisin en le post*, &c. and thereby to demand against them the said *R. R.* and *T. B.* the said Mesuages, and all other the Premisses, with the Appurtenances, by certain Names in the said Writ to be contained, unto which said Writ so to be purchased, the said *R. R.* and *T. B.* shall appear *gratis*, and vouch to Warranty the said *J. G.* which said *J. G.* shall likewise appear *gratis*, and enter into a Warranty to plead, and after make Default, and that thereupon Judgment shall be given that the said *T. B.* Party to these Presents, and the said *J. G.* shall recover the said Mesuages and other the Premisses, with the Appurtenances, against the said *R. R.* and *T. B.* and that they shall recover in Value against the said *J. T.* and that he shall recover in Value against the Common Vouchee, so that perfect Recovery thereupon be had, and that all the said Parties to these Presents, and the Common Vouchee shall make, do and execute all and every Matter and Thing,

meet,

meet, necessary and expedient for the Prosecution of the said Recovery, according to the Course of Common Recovery, with double Voucher in such Cases used; which said Recovery so to be had and executed, and the Execution thereof, shall be and enure **To the only Use** and Behoof of the said J. T. his Heirs and Assigns for ever, and not to any other Use, Intent or Purpose. **In Witness,** &c.

*A Declaration of the Uses of a Recovery and Fine already past, (viz.) To the Uses of J. F. and R. F. his Wife for Life, in lieu of a Jointure, and to the Use of a Trustee for ten Years, to pay Debts and Legacies, and afterwards to the Uses of the Right Heirs of J. F. in Fee.*

**T**HIS Indenture Tripartite, made, &c. Between J. F. of the first Part, R. F. of the second Part, and R. C. and C. R. of the third Part; **Whereas** the said R. C. and C. R. in Trinity Term last, did by Writ of Entry *sur disseisin en le poist* recover against the said J. F. All, &c. (as in Recovery) as in and by the said Recovery remaining of Record in his Majesty's Court of Common Pleas at *Westminster*, relation being thereunto had, may more fully appear: **And whereas,** &c. (*Recite the Fine if any be*): **Now this Indenture witnesseth,** That the true Intent and Meaning of the said J. F. and of the said Recoveries, and Parties to the said Recoveries, and of the Cognizees of the said Fine before and at the several and respective Time and Times of the suffering of the said Recovery and levying the said Fine, for, touching and concerning the said, &c. and Premises whereof the said Recovery and Fine were severally and respectively



tively suffered and acknowledged aforesaid, always was and yet is, that as well the said Recovery as the said Fine, and all and every Fine and Fines, Recovery and Recoveries, and other Acts and Assurances of and concerning the said, &c. with the Appurtenances, or any of them, at any Time formerly suffered, levied, executed or had, wherein and whereunto the said J. F. was or is any way a Party, and all and every the Executions of the same should and shall be and enure, and be construed, adjudged, deemed, and taken to be and enure, and are hereby covenanted, granted, agreed and declared to be and enure, to the Uses, Purposes and Intents, and under the Provisoos, Conditions and Limitations hereafter in these Presents expressed, limited and declared; and that the said Recoveries and either of them, and all the Parties in the said Recovery, and Takers thereby and their Heirs, and all other Person and Persons, and his and their Heirs, who now are, or then were, or hereafter shall be seised of the said, &c. with their and every of their Appurtenances comprised in the said Recovery, should and shall stand and be seised of the said, &c. comprised in the said Recovery, and of every Part and Parcel thereof, with the Appurtenances, to the Uses, Purposes and Intents hereafter expressed; and that the said Cognizees of the said Fine and either of them, and all the Parties to the said Fine, and the Takers thereby, and the Heirs of them and every of them, and all and every other Person and Persons and his and their Heirs, who at the Time of the Levying of the said Fine, were or now are, or hereafter shall be seised of the aforesaid, &c. comprised in the said Fine, and every of them, should and shall stand and be seised of the same, &c. comprised in the said Fine, and every Part and Parcel thereof, with the Appurtenances, to the Uses, Purposes and Intents hereafter in these Presents expressed and declared (that is to say) for,  
touch-

touching and concerning the said, &c. with the Appurtenances comprised in the said Recovery, **To the Use** and Behoof of the said *J. F.* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Decease of the said *J. F.* **To the Use** and Behoof of *R. F.* now Wife of the said *J. F.* for and during the Term of her natural Life, for her Jointure, and in lieu and full Recompence of her Dower, out of all the Lands, &c. whereof the said *J. F.* now is or at any Time was or shall be seised of any Estate of Inheritance, during the Coverture between him and the said *R. F.* and for, touching and concerning all and every the other, &c. mentioned and comprised in the said Recovery and Fine, **To the Use** and Benefit of the said *J. F.* for and during the Term of his natural Life, without Impeachment of Waste, and for, touching and concerning the immediate Remainder of the said, &c. before mentioned, or meant to be limited to the said *R. F.* for her Jointure as aforesaid, immediately from and after the Decease of the said *J. F.* and *R. F.* his Wife, and of the Survivor of them, and the immediate Remainder of all and every the other, &c. and every of them comprised within the said Recovery and Fine, (whereof there is no Use before limited or declared to the said *R. F.* for her Jointure) to such Uses, Purposes and Intents, immediately from and after the Decease of the said *J. F.* and such Provisoos, Conditions and Limitations as are hereafter in these Presents specified, expressed, limited and declared, and to no other Use, Intent or Purpose whatsoever, (that is to say) **To the Use** of the said *R. C.* and *C. R.* their Executors, Administrators or Assigns, for and during the Terms and Spaces of Years herein after mentioned, to commence and begin, as herein after follows, (*viz.*) for, touching and concerning the said, &c. before limited to the said  
*R. F.*

*R. F.* for her Jointure, for the Term or Space of ten Years, to begin immediately from and after the Death of the longest Liver of them, the said *J. F.* and *R. F.* his Wife, and for, touching and concerning all the Rest and Residue of the said, &c. comprised in the said Recovery and Fine, for and during the like Term and Space of ten Years, to commence immediately from and after the Decease of the said *J. F.* upon Trust and Confidence, and for and unto the End, Intent and Purpose, that they the said *R. C.* and *C. R.* their Executors, Administrators and Assigns, shall and may receive, perceive, dispose and employ the Rents, Revenues, Issues and Profits of all and every the said, &c. for and during the said several Terms of ten Years, for and towards the Payment and Satisfaction of all such Debts and Sums of Money, which he the said *J. F.* doth now owe, or shall hereafter borrow or owe, or for which any Person or Persons now doth or do, or hereafter shall stand engaged for or with the said *J. F.* and for his proper Debt and for and towards the Payment of such Legacy or Legacies and Sums, which the said *J. F.* shall by his last Will and Testament in Writing, to be by him signed, sealed and published, before three sufficient Witnesses at the least, give, limit, ordain and appoint, and from and after the End, Expiration, Surrender or other Determination of the said Term or Terms of ten Years, as they shall severally end and determine, **To the Use and Behoof** of such Person and Persons, and for such Estate and Estates, as the said *J. F.* shall by his last Will and Testament in Writing, in the Presence of three or more credible Witnesses, limit, appoint and declare; and in Default of such Limitation, Appointment or Declaration, **To the Use and Behoof of, &c.** *Provided* always, &c. (*Here may follow a Power in J. F. to make Leases, &c. reserving the accustomed Rent, &c.*)

*A Revocation of former Uses pursuant to  
a Power reserved, and Limitation of new  
Uses.*

**T**HIS Indenture made, &c. Between  
A. S. of, &c. Widow, of the one Part, N. F.  
of, &c. Esq; W. M. of, &c. and J. H.  
of, &c. Esq; of the other Part: Whereas by  
Indentures of Lease and Release, bearing Date  
respectively the eighth and ninth Days of Au-  
gust in the Year of our Lord 1724, and made  
or mentioned to be made between the said A. S.  
of the one Part, and P. K. of, &c. Esq; and  
E. P. of, &c. Esq; of the other Part, she the said  
A. S. for the Settling the Manors, Lands, Tene-  
ments and Hereditaments therein after mentioned,  
and in Consideration of ten Shillings of lawful Mo-  
ney, did bargain, sell, alien, release and confirm  
unto the said P. K. and E. P. all the Manor or  
reputed Manor of B. with the Rights, Members  
and Appurtenances thereof, in the County of M.  
and the Advowson of the Church of B. aforesaid,  
and also all the Mesuages, Lands, Tenements,  
Meadows, Pastures, Woods, Wood-Grounds, Rents,  
Reversions, Services, Advowsons, Courts Leef,  
Views of Frank Pledge, Courts Baron, Commons,  
Privileges, Advantages and Hereditaments what-  
soever, of her the said A. S. with their and every  
of their Appurtenances, situate, lying and being  
in B. aforesaid, and in, &c. or any of them, in  
the said County of M. and also all that the Manor  
or reputed Manor of L. with, &c. &c. And all  
other the Manors, Lands, Woods, Tenements and  
Hereditaments whatsoever, of her the said A. S.  
whereof she the said A. S. or any other Person or  
Persons to her Use, is or are seised of any Estate  
of Freehold or Inheritance in the said County  
of M. or elsewhere in that Part of Great Britain,  
cal.



called *England*, To hold unto the said *P. K.* and *E. P.* their Heirs and Assigns for ever, to and for the Uses, Intents and Purposes, and subject to the Powers, Limitations and Provisoos therein after expressed or contained concerning the same, in which said Indenture of Release is contained a Proviso, that it should and might be lawful for her the said *A. S.* from Time to Time, at any Time or Times during her Life, until she should attain the Age of eighty Years, by any Deed or Writing, last Will or Testament, executed by her in the Presence of two or more credible Witnesses, to revoke or alter all or any of the Uses or Trusts thereby limited or appointed, or to limit any other or new Estates, Uses, Trusts or Dispositions of or touching the Premises, or any Part thereof, which new Estates, Uses, Trusts or Dispositions are thereby intended and declared to take place and effect, whether the said Power therein contained was recited or not: **And** whereas by Indenture bearing Date the 20th Day of *October* in the Year 1732, and made, or mentioned to be made, between the said *A. S.* of the one Part, and the said *P. K.* and *E. P.* of the other Part, the said *A. S.* did revoke and make void the Uses and Trusts by the said first recited Indenture of Release declared of and concerning the said Manors, Advowsons, Mesuages, Lands, Tenements, Hereditaments and Premises, and did limit and declare the same Premises from thenceforth to be and enure to and for the Uses and Intents, and under the Provisoos and Agreements in the said Indenture of the 20th Day of *October* 1732, declared or expressed, in which last Indenture is also reserved to the said *A. S.* the like Power, as is before mentioned in the said first recited Indenture of Release contained, to revoke and make void the Uses and Trusts in the said last Indenture limited and declared of the said Premises, and to limit any other or new Uses or Trusts concerning the said Premises:

**And**

And whereas by Indenture bearing Date the 18th Day of May in the Year 1735, and made or mentioned to be made between the said A. S. of the one Part, and P. B. of, &c. Esq; and J. C. of, &c. Esq; of the other Part, the said A. S. did revoke and make void the Uses and Trusts by the said last recited Indenture limited and declared of or concerning the said Manors, Advowsons, Mesuages, Lands, Tenements, Hereditaments and Premises, and did limit and declare the said Premises to and for the Uses and Trusts, and under the Provisoos and Agreements in such last recited Indenture declared or expressed, in which Indenture of the 18th of May 1735, is also reserved to the said A. S. the like Power, as is before mentioned to be in the said first recited Indenture of Release contained, to revoke and make void the Uses and Trusts in this last Indenture limited and declared of the said Premises, and to limit any other or new Uses or Trusts concerning the same Premises, as in and by the several recited Indentures, Relation being thereunto respectively had, may more and fully at large appear: Now this Indenture witnesseth, That the said A. S. in pursuance and by Virtue of the said Power to her reserved in and by the said last recited Indenture, and of all and every other Power and Powers and Authority to her given or reserved in this Behalf, and being now under the said Age of fourscore Years, Hath revoked, altered, annulled and made void, and by these Presents Doth, &c. all and every the Uses, Trusts, Estates, Limitations and Appointments, in and by the said several recited Indentures limited, created and declared of and concerning all and singular the aforesaid Manors, Advowsons, Mesuages, Lands, Tenements, Hereditaments and Premises, and she the said A. S. in pursuance of and by Virtue of all and every of the Powers aforesaid, Hath directed, limited, appointed and declared, and by these Presents  
Doth,

*Upon Trust  
to pay the  
Rents to a  
Feme Co-  
for Life,  
exclusive of  
her Hus-  
band.*

Doth, &c. That the said first recited Indenture of Release and the Grant and Conveyance thereby made, shall from henceforth be and enure as to all and singular the said Manors, Advowsons, Mesuages, Lands, Tenements, Hereditaments and Premises thereby granted, released or conveyed, with their and every of their Appurtenances, to and for the several Uses, Trusts, Estates, Intents and Purposes, and under and subject to the several Provisoos, Conditions and Agreements herein after declared or expressed concerning the same, that is to say, **To the Use** of the said A. S. and the Heirs of her Body lawfully begotten, without Impeachment of Waste; and for Default of such Issue, then as to all that the Manor of L. with the Rights, Members and Appurtenances, &c. &c. in and by the said first recited Indenture of Release granted, released or conveyed, with their and every of their Appurtenances, **To the Use** of M. R. of, &c. Spinster, and the Heirs and Assigns of the said M. R. for ever; **And** as to all that Mesuage or Farm House and Farm, with the Appurtenances, commonly called, &c. containing, &c. situate, &c. being Part of the Lands and Tenements by the said first recited Indenture of Release granted, released or conveyed, **To the Use** of the said N. T. W. M. and J. H. their Heirs and Assigns, upon Trust to and for the several Intents and Purposes herein after mentioned, that is to say, **Upon Trust** to pay to the proper Hands of M. G. Wife of Sir T. G. Knt. or to such Person or Persons, Intents and Purposes, as she, whether Covert or Sole, and notwithstanding her Coverture, shall in Writing signed with her proper Hand, from Time to Time direct or appoint the Rents, Issues or Profits thereof, for and during the Term of her natural Life, and for her own separate Use and Benefit, exclusive of her said present or any after taken Husband

band, and not to be subject to the Debts, Comp-  
trol or Disposal of such Husband; and her Re-  
ceipt alone, under her Hand, shall be a good  
and sufficient Discharge for the same; and after  
the Decease of the said M. G. then upon Trust to  
convey the said last mentioned Premisses **To the**  
**Use** and Behoof of such Person and Persons, for  
such Estate and Estates, and in such Proportions,  
and in such Manner, as she the said M. G. in  
case she shall be a Widow, and not under Co-  
verture, shall, during such her Widowhood, and  
not otherwise, by any Deed or Writing by her  
sealed and delivered in the Presence of three or  
more credible Witnesses, or by her last Will in  
Writing, or any Writing purporting to be her last  
Will, by her signed and sealed in the Presence of a  
like Number of Witnesses, limit and appoint; but  
in case the said M. G. shall die under Coverture  
in the Life-time of her present or any after taken  
Husband, then and in such Case upon Trust to  
convey the said last mentioned Premisses **To the**  
**Use** of such Child or Children only of the said  
M. G. and for such Estates, and in such Proportions,  
and in such Manner, as she the said M. G. during  
such her Coverture, shall by any Deed or Writing  
by her sealed and delivered in the Presence of  
three or more credible Witnesses, or by her last  
Will in Writing, or any Writing purporting to be  
her last Will, by her signed and published in the  
Presence of a like Number of Witnesses, limit and  
Appoint; and in Default of such the several and  
respective Appointments aforesaid, in the several  
and respective Cases above mentioned, then upon  
Trust to convey the said last mentioned Premisses  
**To the Use** and Behoof of all and every the  
Child and Children of the said M. G. and their Heirs  
for ever, equally to be divided amongst them,  
if more than one; and in Default of such Child  
or Children, or their Issue, living at the Death of  
the



the said *M. G.* then upon Trust to convey the said last mentioned Premises **To the Use** and Behoof of the aforesaid *M. R.* her Heirs and Assigns for ever; **And** as to all other the said Manors, Advowsons, Mesuages, Lands, Tenements and Hereditaments, by the said first recited Indenture of Release granted, released and conveyed, with their and every of their Appurtenants, **To the Use** of Sir *T. R.* Bart. eldest Son of Sir *T. R.* Bart. deceased, for the Term of his Life; and after the Determination of that Estate by Forfeiture or otherways, **To the Use** of the said *N. T. W. M.* and *J. H.* and their Heirs, during the natural Life of the said Sir *T. R.* in Trust to preserve the contingent Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries, or bring Actions as the Case shall require; but nevertheless to permit and suffer the said Sir *T. R.* during his Life, to receive and take the Rents and Profits of the same Premises to his own Use, and from and after the Decease of the said Sir *T. R.* **To the Use** of the first Son of the Body of the said Sir *T. R.* lawfully begotten or to be begotten, and the Heirs of the Body of such first Son lawfully issuing; and for Default of such Issue, **To the Use** of the second Son of the Body of the said Sir *T. R.* lawfully begotten or to be begotten, and the Heirs of the Body of such second Son lawfully issuing; and for Default of such Issue, **To the Use** of the third Son of the Body of the said Sir *T. R.* lawfully begotten or to be begotten, and the Heirs of the Body of such third Son lawfully issuing; and for Default of such Issue, **To the Use** of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the said Sir *T. R.* lawfully begotten or to be begotten, severally and successively one after another, as they shall be in Seniority of Age and Priority of Birth, and the Heirs of their respective Bodies lawfully issuing; the Elder  
of

of such Sons and the Heirs of his Body being always preferred and to take before the Younger of such Sons and the Heirs of his and their Body and Bodies ; and for Default of such Issue, **To the Use** of the first Daughter of the Body of the said Sir *T. R.* lawfully begotten, or to be begotten, and the Heirs of the Body of such first Daughter lawfully issuing ; and for Default of such Issue, **To the Use** of the second Daughter of the Body of the said Sir *T. R.* lawfully begotten, or to be begotten, and the Heirs of the Body of such second Daughter lawfully issuing ; and for Default of such Issue, **To the Use** of the third Daughter of the Body of the said Sir *T. R.* lawfully begotten, or to be begotten, and the Heirs of the Body of such third Daughter lawfully begotten ; and for Default of such Issue, **To the Use** of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other Daughter and Daughters of the said Sir *T. R.* lawfully begotten, or to be begotten, severally and successively, one after another, as they shall be in Seniority of Age and Priority of Birth, and the Heirs of their respective Bodies lawfully issuing ; the Elder of such Daughter and the Heirs of her Body being always preferred and to take before the Younger of such Daughters and Heirs of her and their Body and Bodies ; and for Default of such Issue, Remainder to *C. R.* second Son of the said Sir *T. R.* deceased for Life, Remainder to Trustees to preserve contingent Remainders, Remainder to his first and other Sons, Remainder to his first and other Daughters, Remainder to *T. R.* third Son of the said Sir *T. R.* deceased, for Life, Remainder to Trustees, Remainder to his Issue in like Manner, Remainder to *J. R.* fourth Son of the said Sir *T. R.* deceased, for Life, Remainder to Trustees, Remainder to his Issue, Remainder to *W. R.* fifth Son of Sir *T. R.* deceased, for Life, Remainder to Trustees, Remainder to his Issue, Remainder to *R. R.* sixth Son of Sir

O *T. R.*

*T. R.* deceased, for Life, Remainder to Trustees,  
 Remainder to his Issue, Remainder to *E. R.* only  
 Daughter of Sir *T. R.* deceased, for Life, Re-  
 mainder to Trustees, Remainder to her Issue,  
 Remainder to *W. R.* Brother of the said Sir *T. R.*  
 deceased, for Life, Remainder to Trustees, Re-  
 mainder to his first and other Sons, Remainder to  
*S. R.* eldest Daughter of the said *W. R.* for  
 Life, Remainder to Trustees, Remainder to her  
 Issue, Remainder to *A. R.* second Daughter of the  
 said *W. R.* for Life, Remainder to Trustees, Re-  
 mainder to her Issue, Remainder to *F. R.* third  
 Daughter of the said *W. R.* for Life, Remainder  
 to Trustees, Remainder to her Issue, Remainder  
 to *E. R.* fourth Daughter of the said *W. R.* for  
 Life, Remainder to Trustees, Remainder to her  
 Issue, Remainder to the fifth, sixth, seventh, and  
 other Daughters of the said *W. R.* Remainder to  
*A. B.* Widow, Sister of the said Sir *T. R.* de-  
 ceased, for Life, Remainder to Trustees, Re-  
 mainder to *W. B.* eldest Son of the said *A. B.* for  
 Life, Remainder to Trustees, Remainder to his  
 Issue, Remainder to the second Son of the said  
*A. B.* in Tail, Remainder to her third Son in  
 Tail, Remainder to her fourth, fifth, sixth,  
 and other Sons in Tail, Remainder to *F. B.*  
 eldest Daughter of the said *A. B.* for Life, Re-  
 mainder to Trustees, Remainder to the Issue of the  
 said *F. B.* in Tail, Remainder to *A. B.* second  
 Daughter of the said *A. B.* for Life, Remainder  
 to Trustees, Remainder to her Issue in Tail, Re-  
 mainder to *M. B.* third Daughter of the said  
*A. B.* for Life, Remainder to Trustees, Remain-  
 der to her Issue in Tail, Remainder to the fourth,  
 fifth, sixth, and other Daughters of the said *A. B.*  
 and for Default of such Issue, To the Use of the  
 Heirs of the said *A. S.* for ever, and for no other  
 Use, Intent and Purpose whatsoever: ~~Provided~~  
 always, and it is the true Intent and Meaning of  
 these Presents, that it shall and may be lawful to  
 and

and for the said *A. S.* at any Time or Times, during her Life; to make any Lease or Leases, of the Premises herein before limited as aforesaid, or mentioned or intended to be so limited, or of any Part or Parcel thereof, to any Person or Persons for any Term or Number of Years whatsoever, or for Life or Lives, subject to such Reservations and Provisions as she shall think fit at her own Will and Pleasure: ~~Provided~~ always, and it is the true Intent and Meaning of these Presents, that from and immediately after the Death of the said *A. S.* it shall and may be lawful to and for all and every of the Person or Persons, to whom any Estate is herein before limited for Term of Life, only at any Time or Times, as and when they shall respectively be in the actual Possession of any of the Premises, by Virtue of the Limitations in these Presents contained, to make any Lease or Leases of the Premises whereof they are so respectively in Possession, or any Part thereof by Indenture for any Term or Number of Years not exceeding twenty-one, from the Making thereof, so as upon every such Lease or Leases there be reserved and made payable, during the Continuance of the respective Terms thereby granted, the greatest improved yearly Rent that can or may be reasonably had for the same to be incident to and go along with the Remainder or Reversion expectant on such Leases respectively, and so as such Leases be not by any express Words therein contained freed from Impeachment of Waste, and so also as there be contained in every such Lease or Leases, a Power of Re-entry in case the Rent or Rents thereupon to be respectively reserved, or any Part thereof be behind or unpaid by the Space of twenty-one Days next after any the Times of Payment therein to be respectively limited, and so as the respective Lessee or Lessees therein named do execute a Counterpart of such Leases respectively. ~~Provided~~ lastly,



## Warrants.

that it shall and may be lawful to and for the said *A. S.* from Time to Time and at all Times hereafter, during her Life, by any Deed or Deeds to be by her executed in the Presence of two or more credible Witnesses, or by her last Will in Writing or Codicil thereto, to be by her signed in the Presence of three or more credible Witnesses to revoke or alter all or any of the Uses, Estates and Trusts herein before limited or declared, of or in all or any of the Premises, and to limit any new or other Estates, Uses, Trusts or Dispositions of or touching the same so revoked or any Part thereof. **In Witness** whereof, the said *A. S.* hath to these Presents set her Hand and Seal, the Day and Year first above written.

## Warrants.

### *Of Attorney to confess a Judgment.*

**To** *A. B. C. D. E. F. &c.* Gent. Attornies of his Majesty's Court of——at *Westminster*, jointly and severally, or to any other Attorney of the same Court.

**THESE** are to desire and authorize you the Attornies above named, or any one of you, or any other Attorney of the Court of —— aforesaid, to appear for me *R. D.* of —— in the said Court, as of (*this present*) —— Term, or any (*other*) subsequent Term, and then and there to receive a Declaration for me in an Action of Debt, for —— l. on a Bond, bearing even Date herewith, or, for —— l. for so much Money borrowed) at the Suit of *L. M.* of —— and therefore to confess the same Action, or else to suffer a Judgment by *Nil dicit, Non sum Informatus*, or otherwise, to pass against me in the said

## Warrants.

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faid Action, and to be thereupon forthwith entered up against me of Record, as of *this (present) Term*, or any *other* subsequent Term for the said Debt, together with Costs: And for your so doing, this shall be to you, or any one of you, or to any other Attorney as aforesaid, your, his, their or any of their sufficient Warrant. **In Witness** whereof I have hereunto set my Hand and Seal the ——— Day of ——— in the ——— Year of the Reign of our Sovereign Lord George the Second, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, &c. and in the Year of our Lord ———

*Note; This Warrant of Attorney must not be taken from any Person in Custody, unless an Attorney of his appointing, and at his Request, be present, and witness the Execution.*

*A Warrant of Attorney, to confess a Judgment in Ejectment.*

To, &c.

**THESE** are to desire and authorize you, the Attornies above named, or either of you, or any other Attorney of the Court of ——— at *Westminster* aforesaid, to appear for me *J. K.* of, &c. in the said Court, as of this present ——— Term, or any other subsequent Term, and then and there to receive a Declaration or Declarations for me in an Action of Trespass in Ejectment, at the Suit of ——— (*the Lessee of the Plaintiff*) for ——— with the Appurtenances, in the Parish of ——— in the County of ——— which *J. K.* of ——— Esq; (*that is the Mortgagee*) the ——— Day of this Instant, at ——— aforesaid, did demise to the said (*Lessee of the Plaintiff*) and his Assignes, to

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hold from the \_\_\_\_\_ of \_\_\_\_\_ last past, before the Date hereof, for the Term of \_\_\_\_\_ from thence next ensuing, fully to be compleat and ended; and thereupon to confess a Judgment in the said Action for the said Mesuages, Lands and Premisses, with their Appurtenances, or else to suffer the same to pass by *Non sum Informatus*, or otherwise, against me in the same Action, and to be thereupon forthwith entred up against me of Record, and for your so doing, &c.

*To acknowledge Satisfaction on Record.*

To, &c. (as before.)

**W**hereas I *A. B.* of \_\_\_\_\_ in \_\_\_\_\_ Term now last past, obtained and recovered a Judgment in the said Court of \_\_\_\_\_ against *C. D.* of \_\_\_\_\_ for \_\_\_\_\_ *l.* Debt, and \_\_\_\_\_ *l.* Damages or Costs of Suit, as by the Records thereof remaining in the said Court more at large may appear, of and for which said Judgment, and Debt and Damages thereby recovered, I the said *A. B.* do hereby acknowledge myself to be fully satisfied, contented and paid: These are therefore to authorize you, or any of you, to acknowledge and enter Satisfaction upon Record in the said Court, of and for the said Judgment, and the said Debt and Damages thereby recovered; and for your, or for any of your so doing, this shall be your sufficient Warrant. In Witness, &c.

*Warrant to defend a Suit.*

Mr. A. B.

**I** Hereby authorize you to appear for me C. D. to an Action brought against me in the Court of ——— at the Suit of E. F. and plead thereto, and further to do such Things therein as you shall think necessary for my Defence in the said Action.

Dated this ——— Day  
of ———

Yours  
C. D.

*Another in Ejectment.*

Mr. J. N.

**I** Hereby authorize you to appear for me to this Declaration, and procure me to be made Defendant in the Room of the Casual Ejector, and enter into the Common Rule for confessing Lease, Entry and Ouster, and thereupon plead Not guilty.

Your humble Servant

——— Day of ———  
1750.

S. B.

*Order or Authority from the Plaintiff to the Sheriff and Gaoler to discharge the Defendant.*

**I** D G. L. Esq; Sheriff of the County of S. and to the Keeper of the Common Gaol within the said County, J. L. of ——— sends Greeting. Whereas T. D. of ——— is now in

O 4

your



*Recital of* your Custody, by Virtue of a Writ of *Capias ad a Prisoner's satisfaciendum*, issued out of the Court of—  
*being* at *Westminster*, at the Suit of me the said *J. L.*  
*charged in* for certain Damages in the said Writ mentioned,  
*Execution.* for which said Damages I have received Satisfaction: ~~Now~~ therefore these are to will and authorize you and each of you, that you immediately discharge and release the said *T. D.* of and from the Execution aforesaid, and of and from all Writs and Process whatsoever, at my Suit, and of and from all or any Restraint and Imprisonment, by Occasion of any Execution, Writ or Process heretofore charged against him by me the said *J. L.* And for so doing this shall be your sufficient Warrant. Given under my Hand and Seal the—Day of—in the Year of our Lord—

## Wills.

*A Preamble for one in Health.*

**I**n the Name of God, Amen. I *A. B.* of—in the County of—being in perfect Health, and of sound Mind, Memory and Understanding; but considering the Uncertainty of this transitory Life, do make, publish and declare this my last Will and Testament in Manner and Form following, (*to wit.*)

*For one that is Sick.*

—Being Sick, and weak in Body, but of sound Mind, Memory and Understanding, do make and publish this my last Will and Testament in Manner and Form following, (*to wit.*)

*Pream-*

*Preamble for one that is going to Sea.*

**I**n the Name of God, Amen. I A. B. of, &c. Mariner, being in good Health of Body, and of sound Mind and Memory, and being forthwith to depart on a Voyage to ——— do make this my last Will and Testament as follows.——

*For a Wife impowered by her Husband before Marriage, to make a Will.*

——— Do by Virtue of a Power to me in *Buriall* that Behalf reserved and given before my Intermarriage with my (*present*) Husband B. A. for giving and disposing of several Goods and Chattels, and other Estate, as is mentioned in certain Indentures, bearing Date the, &c. make

First of all, I give and bequeath unto ——— the Sum of ——— *Bequests of Money.*

Also, I give and bequeath unto ——— the Sum of ———

Also, I give and bequeath unto ——— all *Plate.* my Plate, &c.

Also, I give and bequeath unto ——— all *Household Goods.* my Household Goods.

**A**nd for the better Education of my Children *Tuition of Children,* J. E. and B. I do give and dispose of the Tuition and Custody of them, and every of them, unto my Wife, until such Time as they and either of them respectively continue unmarried, and under

*and Main-  
tenance.*

der the Age of twenty-one Years, and that my Wife remain my Widow: But if my Wife die or marry, during the single Life and Nonage of any of my Children, I give then the Custody and Tuition of such of my Children so being unmarried, and under the Age of Twenty one Years, at the Marriage or Death of my Wife, which shall first happen, unto ——— Also I do allow for my Son *J.*'s Maintenance at School for so many Years as he shall remain there, 40*l.* per Ann. for my Son *E.*'s Maintenance, till he be put to a Grammar School, 20*l.* per Ann. and when he is placed at a Grammar School, 30*l.* per Ann. and when my Wife or other Trustees shall think fit to remove my Son *J.* from School, I desire he may be placed, &c.

*A Bequest  
of a Lease-  
hold Estate,  
To Son for  
Life, Re-  
mainder to  
Daughter.*

I give and bequeath the House I now live in, and, &c. thereto belonging, which I hold by Lease from *W. S.* Esq; situate, &c. to my Son *C. B.* To hold to him during his natural Life; and after his Decease, I give the same to my Daughter *E. B.* during the Remainder of my Estate and Interest therein.

*A Bequest  
of Lease-  
hold Lands  
in Trust for  
a Wife and  
Children.*

I give and bequeath unto my Kinsman *C. D.* and my loving Friends *E. F.* and *G.* of ——— all that my Leasehold Estate which I lately purchased of *T. B.* Gent. situate ——— for a Term of Years yet to come, determinable ——— together with the Indenture of Lease, whereby I hold the same; To have and to hold to them the said *C. D.* *E. F.* and *G. H.* their Executors Administrators and Assigns, from and immediately after my Decease, for and during the Rest, Residue and Remainder of the Term then to come and unexpired, granted to me by the said Indenture of Lease, Upon this special Trust and Confidence  
in

in them reposed, and to the Intent and Purpose that they the said C. D. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivors and Survivor, do and shall permit and suffer her my said Wife E. B. **To have, hold and enjoy** all such my said Leasehold Estate to them given as aforesaid, and to receive and take to her own Use and Behoof the Rents, Issues and Profits thereof, from and immediately after my Decease, for and during so much of the Term as shall run out and expire in the Life-time of her my said Wife; and after her Decease, **Upon this further Trust** and Confidence, and to the Intent and Purpose that they the said C. D. &c. and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, do and shall, out of the Rents, Issues and Profits arising out of my said Leasehold Estate, well and truly pay, or cause to be paid, unto my said Daughter D. B. her Executors, Administrators and Assigns, for and during so much of the said Term to me therein granted as aforesaid, as shall run out and expire in the Life-time of her my said Daughter, the yearly Sum or Annuity of ———— *l.* to be paid, &c. by even and equal Portions; the first Payment thereof to be made at, &c. which shall first and next happen after the Decease of my said Wife: **And upon this further Trust** and Confidence, and to the Intent and Purpose, that they the said C. D. &c. and the Survivor, &c. and the Executors, &c. do and shall permit and suffer my said Son T. B. **To have, hold and enjoy** all such my said Leasehold Estate, charged with the said Annuity of ———— *l.* *per Ann.* to my said Daughter, and to receive and take the Overplus of the Rents, Issues and Profits thereof to his own proper Use and Behoof, from and immediately after my said Wife's Decease, for and during all the Rest, Residue and Remainder of the



the Term to me therein granted, which shall be then to come and unexpired.

*A Devise of Copyhold Lands.* **I** do hereby give, devise, and bequeath all those my Copyhold Mesuages, Lands, Tenements and Hereditaments in ——— and every of them, with the Rents, Issues and Profits thereof, (the same being already surrendered to the Use of my last Will) unto my said Daughter *E. B.* from and immediately after my Decease, for and during her natural Life; and after her Decease, then I give and devise the same to my Grandson *T. B.* and the Heirs of his Body lawfully to be begotten; and for Default of such Issue, then to the Heirs on the Body of my said Daughter *E. B.* lawfully begotten; and for Default of such Issue, then to my Kinsman *C. B.* Son of ——— and to his Heirs for ever.

*To Daughter for Life, Then to Grandson, &c.*

*A Devise of Freehold Lands.* **I** give and devise all those my Freehold Lands, Tenements and Hereditaments which I hold in Fee simple, situate, lying and being in ——— with the Rents, Issues and Profits of all and singular the said Premises unto *C. D.* and *E. F.* of ——— **To have and to hold** the said Lands, Tenements, Hereditaments and Premises to them the said *C. D.* and *E. F.* their Executors, Administrators and Assigns, from and immediately after my Decease, for and during, and unto the full End and Term of Ninety-nine Years from thence next ensuing and fully to be compleat and ended without Impeachment of Waste: **In Trust** nevertheless, and to the Intent and Purpose that they the said *C. D.* and *E. F.* their Executors, Administrators and Assigns, do and shall out of the Rents, Issues and Profits thereof, or thereby arising, or by an Assignment of the said Term, or by Grant, Mortgage or Sale of the said Premises, or any Parcel thereof, raise and levy the clear Sum of ———/ and the same being

*In Trust*

to be raised as aforesaid, to pay, or secure to be paid, unto my Grand-daughter *E. B.* Daughter of ——— Wife of ——— when and as soon as she shall attain to the Age of Twenty-one Years, or be married; (which shall first happen): *And if it shall happen that my said Grand-daughter E. B. shall depart this Life before she shall have attained the Age of Twenty-one Years, or be married; Then upon this further Trust,* and to the Intent and Purpose, that they the said *C. D.* and *E. F.* their Executors, Administrators and Assigns, do and shall out of the Rents, Issues and Profits, or by Grant, Mortgage or Sale of the said Premises, or any Part thereof, or by Assignment of the said Term, raise the Sum of ——— *l.* clear as aforesaid, and the same to pay, or secure to be paid, unto the next Child (be the same Son or Daughter) which shall hereafter be lawfully issuing on the Body of my Daughter ——— and which shall live to attain the said Age of Twenty one Years, or marry, which shall first happen, if a Daughter; and if a Son, then, on attaining the said Age of Twenty-one Years only, which said Sum of ——— so to be raised and paid as aforesaid, I do hereby give and bequeath unto my said Grand-daughter *E. E.* and in Case of her Decease, to such next Child so hereafter to be issuing on the Body of my said Daughter ——— who shall attain the said Age of Twenty-one Years, or be married as aforesaid: *And from and immediately after, and as soon as the said C. D. and E. F. or their Heirs, shall have raised the said Sum of ——— l. clear from all Payments and Deductions out of my said Freehold Lands, Tenements and Hereditaments, as herein before is appointed; or in Case of the Death of the said E. B. or other Child respectively, before the respective Times of Payment aforesaid, then my Will is, and I do hereby give and devise all and singular the Premises aforesaid, and the Reversion and Reversions,*

*to pay Portions.*  
*Remainder*  
*to Daugh-*  
*ter for*  
*Re- Life.*

*Remainder  
to Grandson  
and his  
Heirs.*

*Or for  
Want  
thereof, to  
be divided  
among se-  
veral.*

Remainder and Remainders of all and singular those my Freehold Lands, Tenements and Hereditaments afore said, with the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, unto my said Daughter *D. B.* **To have and to hold** to her my said Daughter *D. B.* from henceforth, for and during the Term of her natural Life; and from and immediately after the Decease of the said *D. B.* then I do hereby give and devise the said Premisses, and the Reversion and Reversions, Remainder and Remainders of all and singular those my said Freehold Lands and Premisses, with the Rents, Issues and Profits thereof, and of every Part thereof, to my Grandson *T. B.* Son of my said Daughter *D. B.* and to the Heirs of his Body lawfully to be begotten: **And** for Want or Default of such Issue, then I do hereby give and devise all and singular those my said Freehold Lands, Tenements and Hereditaments in—~~the~~—afore said, (being Part of the Freehold Lands, Tenements and Hereditaments above mentioned) with the Rents, Issues and Profits thereof, unto ~~the~~—and his Heirs for ever: **And** also all and singular those my Lands, Tenements and Hereditaments in—~~the~~—afore said, (being the Residue and Remainder of my Freehold Lands, Tenements and Hereditaments above mentioned) with the Rents, Issues and Profits thereof (for Default of such Issue as afore said) unto—~~the~~—and his Heirs for ever.

*A Devise  
of Lands to  
a Man and  
his Heirs,  
on Payment  
of Legacies.*

**I** give to *A. B.* and *C. B.* Sons of my Brother *T. B.* the Sum of—~~the~~—*l.* apiece, to be paid or secured to them, respectively, by my said Brother *L. B.* as soon as they shall respectively attain the Age of Twenty-one Years, and not otherwise; and my Will is, and I hereby order, that in Case my Brother *L. B.* shall from Time to Time, as the same shall become due, pay unto my said Nephews, *A. B.* and *C. B.* or give to them

them respectively, such Security within \_\_\_\_\_ after my Decease, as they or their Father shall approve for the Payment to them of the said \_\_\_\_\_ l. apiece respectively, then and in such Case, and not otherwise, I hereby give, devise and bequeath unto my said Brother L. B. all that Messuage or Tenement, &c. now in Hand, called by the Name of, &c. late in the Tenure of, &c. being Part of my Manor, &c. and also the Reversion and Inheritance of all those several Tenements, and all Lords, Rents and Heriots to each of them belonging, now in the several Possessions of \_\_\_\_\_ with the Royalty of the Lordship of my said Manor of \_\_\_\_\_ with its Rights, Members and Appurtenances, to hold to my said Brother L. B. and his Heirs and Assigns for ever.

And whereas by the Death of my Uncle T. B. *A Devise of several Plantations and Houses, Farms and Negro Plantations* Servants, Lands, Tenements and Hereditaments *abroad.* in the Island of *Jamaica*, descended to my Father T. B. late of \_\_\_\_\_ deceased; and by Virtue of a Disposition by him made thereof, and a Partition of the said Premises, one fifth Part of the said Plantations is legally come to and vested in me: Now I do hereby give, devise and bequeath all such my said fifth Part or Share of and in the said Plantations and Premises aforesaid (if the same shall remain unfold at the Time of my Decease) together with the Increase and Profits arising therefrom, unto my said Brother L. B. his Heirs, Executors, Administrators and Assigns for ever.

I give and devise unto R. S. and E. B. of *A Devise of* \_\_\_\_\_ and their Heirs, the Reversion in Fee *a Reversion* of all my Freehold and Copyhold Lands and of *Freehold* Tenements, expectant upon the Death of \_\_\_\_\_ and Copy-situate, &c. \_\_\_\_\_ and also all other my Freehold Lands, hold and of



*Equity of Redemption In Trust to sell, &c.* hold and Copyhold Lands and Tenements in ——— in Possession, Reversion, or wherein I have any Right of Equity of Redemption: **To hold** the same unto the said *R. S.* and *E. B.* and their Heirs for ever, upon **Trust** and Confidence, nevertheless, that immediately after my Decease, they the said *R. S.* and *E. B.* shall vend, sell and dispose of the said Reversion of my Freehold and Copyhold Lands, Tenements and Hereditaments, expectant upon the Death of ——— and also immediately after my Decease, sell and dispose of all other my Freehold and Copyhold Lands and Tenements in Possession, Reversion, or wherein the Right of Equity of Redemption is in me the said *P. A.* as aforesaid, to the best Benefit and Advantage, and for the most Profit they may or can; and out of the Monies arising by the Sale of the said Lands, Tenements and Hereditaments, by me before devised, they the said *R. S.* and *E. B.* shall well and truly pay, or cause to be paid unto my loving Wife *E. A.* the Sum of ——— *l.* of, *£* &c. and the Overplus of the said Money arising by the Sale of the said Lands, to be paid to my Children Share and Share alike.

*For Payment of Money.*

*Devise of Lands to Executors, till Son, &c. is of Age.*

**And** also all other my Mesuages, Lands, Tenements and Hereditaments whatsoever, situate, lying and being in *C.* or elsewhere in the said County of *D.* to my Executors herein after named, until my Son *W.* shall attain his Age of 21 Years, and if he shall happen to die before he attain such Age, then and in such Case, **Until** *T.* my second Son shall attain his Age of 21 Years; and if he shall happen to die before such Age, **Until** *R.* my third Son shall attain his Age of 21 Years; and if he shall happen to die before such Age, **Until** *D.* my fourth Son shall attain such Age of 21 Years; and if he shall happen to die before such Age, Then I devise the same to my

my own right Heirs for ever. Item, My Will and Meaning further is, That if my said Son *W.* shall have attained the said Age of 21 Years at the Time of my Death, or if he hath not then attained the said Age, then so soon after as he shall attain the said Age, I do give and devise the said

\_\_\_\_\_ and all and every other the Premises, with their and every of their Appurtenances to *E. F.* and *G. H.* and their Heirs, for and during the Life of my said Son *W.* to the Intent to support the contingent Remainders in this my Will after limited, so that the same may not be destroyed; But in Trust, nevertheless, to permit and suffer him my said Son *W.* to receive the Rents and Profits thereof to and for his own Use, during his natural Life; and from and after his Decease, Then I devise the said \_\_\_\_\_ Me-

suages, Lands, Tenements, Hereditaments and Premises, to the first Son of the Body of my said Son *W.* lawfully issuing, (whether then born or unborn) and to the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, then likewise to the second, third, and every other Son of my said Son *W.* successively, and in Remainder the one after the other, as they shall be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of every such second, third and other Son or Sons (the Eldest of such Sons and the Heirs Male of his Body being always preferred and to take before any of the younger Sons, and the Heirs Male of his Body.) And

in Case of all such Issue Male failing, and that my said Son *W.* shall have a Daughter or Daughters at his Death, (born or unborn) my Will is, and I do hereby devise the said Manor, Advowson, Mesuages, Lands, Tenements and Hereditaments to the said *E. F.* and *G. H.* and their Executors and Assigns, for and during the Term of 99 Years thence next ensuing,

with-

*And then to Trustees for Life of eldest Son, to support Contingent Remainders.*

*After his Death to his Sons.*

*Remainder*

*Upon Trust to raise Portions for Daughters.*

without Impeachment of or for any Manner of Waste, and with full and free Liberty of and for doing and suffering of any Waste; **In Trust** for the Levying or Raising by or by the Way or Means of Making any one or more Lease or Leases, Mortgage or Mortgages, Sale or Sales, or other Disposals of all, every or any of the Premises, or any Part or Parts thereof, or of the Rents, Issues or Profits thereof, or of any Part or Parts thereof, or by all or any such Way, Ways or Means whatsoever, of the Sum of 1000 *l.* of lawful Money of *Great Britain*, for such Daughter or Daughters to be equally divided between them, (if more than one) payable to her or them respectively, at her or their respective Age or Ages of 21 Years, or Marriage or Marriages, whether shall first happen, for her or their respective Portion or Portions; and if any such Daughter or Daughters shall happen to die (being more than one) before such her or their respective Age or Ages, Marriage or Marriages, then and in such Case, the Survivor or Survivors of them shall have her Share or Shares thereof so dying; and if all of them shall happen to die before such her or their respective Age or Ages, Marriage or Marriages, then and in such Case such 1000 *l.* nor any Part thereof, shall not be raised (if not raised before) but if raised shall go and be paid and payable unto him, to whom the Freehold of and in the Premises shall then, as herein is after mentioned, be in Trust for. **And** in Case my second Son *W.* shall leave no Son nor Daughter at the Time of his Death (born or unborn) of his Body, or if he shall have left a Daughter or Daughters, and the said 1000 *l.* shall in any Ways, as aforesaid, be raised, paid and satisfied, then and in such Case my Will and Meaning is, that the said Term of 99 Years shall as to all other Intents and Purposes be void and of no Effect.

**And**

And then I do give and devise the said ——— *Remainder*  
 and all and every other the Premises, with their *in Trust for*  
 and every of their Appurtenances, to the said E. F. *second Son,*  
 and G. H. and their Heirs, for and during the Life  
 of my said Son T. if he shall then have attained  
 the Age of 21 Years; and if he hath not then at-  
 tained the Age of 21 Years, to the Intent to sup-  
 port the contingent Remainders in this my Will  
 after limited, so that the same be not destroyed;  
**But in Trust**, nevertheless, to permit and suffer  
 him my said Son T. to receive the Rents, Issues  
 and Profits thereof, to and for his own Use, during  
 his natural Life; and from and after his Decease,  
**Then** I devise the said Manor, &c. to the first *Remainder*  
 Son of the Body of my said Son T. lawfully *to his Sons.*  
 issuing, whether then born or unborn, and to the  
 Heirs Male of the Body of such first Son lawfully  
 issuing; and for Default of such Issue, then like-  
 wise to the second, third, and every other Son  
 of my said Son T. successively, and in Remainder  
 the one after the other, as they shall be in Senio-  
 rity of Age and Priority of Birth, and the several  
 and respective Heirs Male of the Body and Bodies  
 of every such second, third, and every other Son  
 and Sons (the Eldest of such Son and Sons, and the  
 Heirs Male of his Body, being always preferred  
 and to take before any of the younger Sons, and the  
 Heirs Male of his Body.) **And** in Case of all such *Remainder*  
 Issue Male failing, and that my said Son T. shall *in Trust to*  
 leave a Daughter or Daughters at his Death, *raise Porti-*  
 (born or unborn) my Will is, and I do hereby *ons for his*  
 devise the said Manor, &c. to the said E. F. *Daughters.*  
 and G. H. and their Executors and Assigns, for  
 and during the Term of 99 Years thence next  
 ensuing, without Impeachment of or for any  
 Manner of Waste, and with full and free Li-  
 berty of and for doing and suffering of any  
 Waste: **In Trust** for the Levying and Raising  
 by or by the Way or Means of Making any  
 one or more Lease or Leases, Mortgage or  
 Mort-



Mortgages, Sale or Sales, or other Disposal of all, every or any of the said Premises, or any Part or Parts thereof, or of the Rents, Issues or Profits thereof, or of any Part or Parts thereof, or by all or any such Way, Ways or Means whatsoever, of the Sum of 1000 *l.* of lawful Money of *Great Britain*, for such Daughter or Daughters, to be equally divided between them, (*if more than one*) payable to her or them respectively, at her or their respective Age or Ages of Twenty-one Years, or Marriage or Marriages, whether shall first happen, for her or their respective Portion or Portions: **And** if any such Daughter or Daughters shall happen to die, (being more than one) before such her or their respective Time or Times for being paid, then and in such Case the Survivor or Survivors of them shall have all her or their Share or Shares thereof so dying. **And** if all of them shall happen to die before such her or their respective Age or Ages, Marriage or Marriages, then and in such Case, such 1000 *l.* or any Part thereof shall not be raised, (if not raised before) but if raised, shall go and be paid and payable to him to whom the Freehold of and in the Premises shall then, as herein is after mentioned, be in Trust for. **And** in Case my said Son T. shall leave no Son or Daughter at the Time of his Death (born or unborn of his Body) or if he shall have left a Daughter or Daughters, and the said 1000 *l.* shall in any wise as aforesaid be raised, paid or satisfied, then and in such Case my Will and Meaning is, that the said Term of 99 Years shall as to all other Intents and Purposes be void and of none Effect: **Provided** also, and my Will and Meaning is, That it shall and may be lawful to and for every such of my said Sons, to whom the Trust of the Freehold of the said Premises shall come, (whilst in his actual Possession) by any Writing or Writings indented, to be by him subscribed and sealed in the Presence of

two

*Proviso to  
impower  
Devisee to  
make a  
Lease for  
Years.*

two or more credible Witnesses, to devise or lease all or any Part of the said Manor, &c. to any Person or Persons, for any Term or Number of Years, not exceeding Twenty-one Years, to commence in Possession, and not in Reversion, reserving upon every such Lease or Leases, during the Continuance of the same respectively, the best improved yearly Rent that can be got for the same, (after the Improvement made thereof) without any Fine or other Thing to abate the Rent, and so as such Lease or Leases be not made dispunishable of or for Waste.

And my Will and Meaning further is, That *And Join-* every or any such of my said Sons, as shall be in *ture for* the actual Enjoyment of the said Manor of, &c. *Sons Wives.* *aforsaid,* shall and may assure, limit and appoint, by any Deed in Writing under his Hand and Seal, such Part or Parcel of the said Manor of, &c. and other the Premisses, as he shall think fit, unto or for a Jointure for a Wife for and during her natural Life. Item, I give and bequeath to such and *Bequest of* every of my five younger Sons, *R. W. T. C. and Annuities* *J. severally,* until they respectively shall attain *to younger* their respective Ages of nine Years, the Sum of *Sons.* 60 *l. per Ann.* of lawful Money of Great Britain, and from thenceforth until they shall have respectively attained their respective Ages of 16 Years, the Sum of 100 *l. per Ann.* of like lawful Money, and from thenceforth until they shall have respectively attained their respective Ages of 18 Years, the Sum of 150 *l. per Ann.* of like lawful Money, and from thenceforth until they shall respectively have attained their respective Ages of 21 Years, the Sum of 200 *l. per Ann.* of like lawful Money; the same to be paid to every of them respectively, from Time to Time by my Executors herein after named, out of my real and personal Estate, by equal Quarterly Payments, on the four most usual Feast-Days, commonly called *Lady-Day, Midsummer-* Day,

*Devise of  
Manor, &c.  
in Trust to  
sell for Por-  
tions for  
younger  
Sons.*

*Day, Michaelmas-Day, and Christmas-Day, in and for the respective Times being ; the first Payment thereof to commence and be made at and upon such of the said Feast Days as shall happen next after my Decease. Item, I give and devise to F. my Wife, W. B. T. C. and H. L. and to their Heirs, All that Manor of R. or by whatsoever other Name the same is called, with its Rights, Members and Appurtenances : And also all other my Mesuages, Lands, Tenements and Hereditaments whatsoever, with the Appurtenances, in the County of E. upon Trust and Confidence, and to the Intent and Purpose, that they or the Survivor or Survivors of them, or the Heirs of such Survivors, do and shall with all convenient Speed, after my Son W. shall attain his Age of 21 Years, sell to such Person or Persons, as they my said Trustees, or the Survivor or Survivors of them, or the Heirs of such Survivor shall think fit, All that my said Manor of R. in the said County of E. And also all other my Mesuages, Lands, Tenements and Hereditaments whatsoever, in the said County of E. or any of them, or any Part or Parts thereof, with their Appurtenances, and as soon after as conveniently they can lay out and dispose of the Money thereby arising in and about the Purchasing of one or more Annuity or Annuities, Rent or Rents, or other yearly Profits, for my said four youngest Sons, W. T. C. and J. or such of them as shall be then living, in equal Proportion, (if more than one) for their respective Life or Lives, and in the mean while to allow him or them, the Rents, Issues and other Profits, (if any) as well of such Manor, Mesuages, Lands, Tenements and Hereditaments, as also of all such Money ; And whereas I have in the Name of G. P. and M. G. both of L. (which said M. G. is now dead) and also in the Name of R. H. of L. obtained a Grant under the Great Seal of England, after the Death, Surrender or Forfeiture of J. S. of the Office of Surveyor of the*

*Recital of  
a Grant of  
an Office.*

Petty Customs and Subsidies in the Port of *L.* with all the Fees and Profits to the same belonging, for and during the natural Lives of my Sons *R.* and *W.* and the Life of the longer Liver of them, or to such-like Effect, as by such Grant, Relation being thereunto had, may more fully appear: **And whereas** I have granted unto *K. T.* out of the said Office when it shall happen to come to me, the yearly Sum of 100 *l.* for and during her Life; **Now my Will is,** and I do hereby order and direct the said 100 *l.* *per Ann.* to be paid to her the said *K. T.* out of the Profits of the said Office, when it shall happen to fall according to my said Grant made thereof to her: **And also** I give and devise all the Trusts, Benefits and other Profits arising of and from the same, to my said four youngest Sons *W. T. C.* and *J.* or to such of them as shall be living at my Decease or Commencement of the said Grant, for all the Term, Estate and Interest that I and my said Trustees have and ought to have therein, equally between them; and in Case any one or more of my said four youngest Sons shall happen to die during the Continuance of such Term or Estate in the said Office, that then the whole Profits arising by or from such Office, shall equally go to and be divided amongst the Survivors of my said four youngest Sons, and in case three of my said four youngest Sons shall die during the Continuance of the said Term and Interest, then I will and devise that the Survivor of them shall thenceforth have and enjoy the whole Profits thereof to his own Use.

*Confirmation of a Grant of 100 l. per Ann. out of the said Office, Devise of the Office.*

**And whereas** I am interested in a long Term *Recital of* for Years yet to come, of and in several *annual an Annuity* Payments, payable out of the Revenue of Excise, payable out amounting in the Whole to 300 *l.* *per Ann.* or of the *Re-* thereabouts; **And whereas** by, and by Means of *venue of* a certain Indenture *tripartite*, bearing Date on or *Excise.* about *And of a*



*Settlement* about the ——— Day of ——— last past,  
*upon young-* before the Date hereof, and made or mention-  
*er Sons.* ed to be made between J. T. of, &c. in the

County of M. of the first Part, myself and F. my Wife of the second Part, and E. B. of, &c. in the County of G. and H. J. &c. of the third Part, my Estate in F. and elsewhere in the said County of G. is settled for (amongst other Things) such of my younger Sons R. W. T. C. and J. as shall attain his or their respective Age or Ages of Twenty-one Years as by the said Indenture, Relation being thereunto had, may appear: My Will and Meaning is, that the said 300 l. *per Ann.* shall be paid in equal Portions to such of my said younger Sons R. W. T. C. and J. as shall have attained the Age of Twenty-one Years, and shall not enjoy the said Estate of F. and elsewhere in the said County of G. but if none of my said younger Sons shall enjoy the said Estate of F. and elsewhere in the said County of G. and shall not have attained that Age, then such Son under that Age shall not have his Share and Proportions thereof until he hath attained that Age; and that when such of my said younger Sons shall have attained the said Age of Twenty-one Years, and shall not enjoy the said Estate, and all other my said younger Sons who shall attain the said Age of Twenty-one Years, and shall not enjoy the said Estate, shall, upon his attaining the said Age of Twenty one Years, have his proportionable Share of the said 300 l. *per Ann.* And also that when any of my said younger Sons shall die under the said Age, or shall enjoy the said Estate, then my Will and Meaning is, that his Part so dying, or enjoying the said Estate, shall go to and be equally divided amongst the Survivors of my said younger Sons who shall have attained the said Age of Twenty one Years, and shall not enjoy the said Estate; or if not then at that Age, then when each of them

*Devise of*  
*said Annu-*  
*ity*

*And Estate*  
*to said Sons.*

respectively shall attain the said Age; the same to be paid to him or to them in equal Proportion.

And my Will and Meaning is, that after the Death of the Survivor of my said younger Sons, I do give and bequeath the said annual Payment of 312 l. for all the Term and Terms, Time and Times therein to come, to such Person who shall be then my Heir at Law. Item, I give and bequeath to my Daughter M. 600 l. to be paid her by my Executors here-

in after named, at her Day of Marriage: And I do hereby will, order and direct my said Executors

in the mean Time to allow and pay her yearly for her Maintenance and Education, until she shall attain the Age of Ten Years, 40 l. of lawful Mo-

ney of Great Britain, and from thenceforth until, &c. the same, and such other yearly Sums

aforsaid (payable to her) to be paid at such four most usual Feast days aforsaid in the Year, called, &c. by equal Portions, in and for the

respective Times being; whereof the first Payment to begin and be made upon the first of the said Quarter days which shall happen after my

Decease.

Item, I give and devise to F. B. Gent. for his Life, one Annuity, or yearly Rent of 50 l. per Ann. to be issuing and payable, as well out of my Manor of A. in the Parish of B. in the County of C. as also out of the Estate which I lately purchased of R. P. and his Mother, or one of them, situate, lying and being in the Parishes of R. S. and W. some, or one of them, in the County of C. or out of either of them, or any Part or Parts of them, or either of them, the same to be paid by two half-yearly Payments; the first of the said Payments to begin at which of the Feast days, of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, shall happen next after my Decease: And that when and as often as the same, or any Part thereof, shall be behind and unpaid for the Space of twenty Days next after any of the said

Decease.

Item, I give and devise to F. B. Gent. for his Life, one Annuity, or yearly Rent of 50 l. per Ann. to be issuing and payable, as well out of my Manor of A. in the Parish of B. in the County of C. as also out of the Estate which I lately purchased of R. P. and his Mother, or one of them, situate, lying and being in the Parishes of R. S. and W. some, or one of them, in the County of C. or out of either of them, or any Part or Parts of them, or either of them, the same to be paid by two half-yearly Payments; the first of the said Payments to begin at which of the Feast days, of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, shall happen next after my Decease: And that when and as often as the same, or any Part thereof, shall be behind and unpaid for the Space of twenty Days next after any of the said

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Decease.

Item, I give and devise to F. B. Gent. for his Life, one Annuity, or yearly Rent of 50 l. per Ann. to be issuing and payable, as well out of my Manor of A. in the Parish of B. in the County of C. as also out of the Estate which I lately purchased of R. P. and his Mother, or one of them, situate, lying and being in the Parishes of R. S. and W. some, or one of them, in the County of C. or out of either of them, or any Part or Parts of them, or either of them, the same to be paid by two half-yearly Payments; the first of the said Payments to begin at which of the Feast days, of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, shall happen next after my Decease: And that when and as often as the same, or any Part thereof, shall be behind and unpaid for the Space of twenty Days next after any of the said

Decease.

Item, I give and devise to F. B. Gent. for his Life, one Annuity, or yearly Rent of 50 l. per Ann. to be issuing and payable, as well out of my Manor of A. in the Parish of B. in the County of C. as also out of the Estate which I lately purchased of R. P. and his Mother, or one of them, situate, lying and being in the Parishes of R. S. and W. some, or one of them, in the County of C. or out of either of them, or any Part or Parts of them, or either of them, the same to be paid by two half-yearly Payments; the first of the said Payments to begin at which of the Feast days, of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, shall happen next after my Decease: And that when and as often as the same, or any Part thereof, shall be behind and unpaid for the Space of twenty Days next after any of the said

Decease.

Item, I give and devise to F. B. Gent. for his Life, one Annuity, or yearly Rent of 50 l. per Ann. to be issuing and payable, as well out of my Manor of A. in the Parish of B. in the County of C. as also out of the Estate which I lately purchased of R. P. and his Mother, or one of them, situate, lying and being in the Parishes of R. S. and W. some, or one of them, in the County of C. or out of either of them, or any Part or Parts of them, or either of them, the same to be paid by two half-yearly Payments; the first of the said Payments to begin at which of the Feast days, of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, shall happen next after my Decease: And that when and as often as the same, or any Part thereof, shall be behind and unpaid for the Space of twenty Days next after any of the said

*Bequest of Money to Daughter to be paid her on Marriage, and further for Maintenance.*

*Bequest of Annuity chargeable on a Manor, &c.*

*with Power of Disstress.*

Feast days, on which the same ought as aforesaid to be paid (being lawfully demanded) that then, and so often, and at any Time or Times then after, it shall and may be lawful to and for the said F. B. into or upon the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises chargeable therewith, or any or either of them, or any Part or Parts thereof, to enter and distrain, and such Distress and Distresses to detain, keep and dispose of as he shall think fit, until he shall be fully satisfied and paid all such Arrearages, with the Costs and Charges in and about the Making, Keeping and Disposing thereof.

*A Clause*      And further, in case the Husbands of my  
*but if the* said Daughters, or either of them, or any Person  
*Legatees sue* or Persons, to whom any Legacy or Benefit out  
*Executors,* of, from or by Reason of this my Will, shall com-  
*Legacies to* mence any Suit or Suits in any Court of Law or  
*be void.* Equity, or other Court whatsoever, or by any  
 Ways or Means sue or disturb, or cause to be sued  
 or disturbed, my Executors or Trustees herein  
 named, or any other Person or Persons whatso-  
 ever, to whom any Thing is by me given in this my  
 Will, from the Receiving, quiet Enjoying and Pos-  
 sessing what is by me herein given as aforesaid,  
 and in such Manner as is therein mentioned: Then  
 my Will and Meaning is, that all and every the  
 Legacy and Legacies herein by me given to the  
 Wife and Child and Children of such Husband, ei-  
 ther or any of them, and also to any other Person  
 or Persons whatsoever, or any of their Trustees  
 who shall so sue and disturb my said Executrix in  
 the due Execution of this my Will, shall cease,  
 determine, and be utterly void: And that then  
 and from thenceforth I do give and bequeath all  
 and every the Legacy and Legacies which I had  
 in this my Will given to such Person or Persons,

or in Trust for such Person or Persons, unto my said Grandson *A. B.* his Executors or Administrators.

Also, I will and ordain, that the Executor of this my last Will and Testament, or his Executors or Administrators, for and towards the Performance of my said Testament, shall with all convenient Speed after my Decease bargain, sell and alien in Fee simple all those Lands, &c. for the doing, executing and perfect finishing whereof, I do by these Presents give, grant, will and transfer to my said Executor, and to his Executors and Administrators, full Power and Authority to grant, alien, bargain, sell, convey and assure all, &c. to any Person or Persons, and their Heirs for ever in Fee simple, by all and every such lawful Ways and Means in the Law, as to my said Executor, or to his Executors or Administrators, &c. or to his or their Counsel learned in the Law, shall seem fit or necessary.

*A Clause  
to enable  
Executors  
to sell  
Lands.*

And all the Rest, Residue and Remainder of my worldly Goods and Effects whatsoever, I give, devise and bequeath to ———— And I hereby nominate and appoint ———— Executors of this my last Will and Testament, hereby revoking all former Will and Wills by me heretofore made. In Witness whereof I have hereunto set my Hand and Seal this ———— Day of ————

*A. B.*

Signed, sealed, published and declared by the above named ———— as and for his last Will and Testa-



## Wills.

*ment, in the Presence of us who  
have hereunto subscribed our  
Names as Witnessees thereto, in  
the Presence of the said Testa-  
tor, and in the Presence of each  
other.*

C. D.  
E. F.  
G. H.

*A Codicil to a Will.*

*Recital of  
Lease and  
Release,  
Dated the  
5th and 6th  
of June  
1721.*

**A** Codicil to be added to and be Part of the  
last Will and Testament of *M. B. of N. and W.*  
**Whereas** by Indenture of Lease and Release,  
bearing Date respectively the fifth and sixth Days  
of *June* in the Year of our Lord 1721, and made  
or mentioned to be made between *M. M. B. of  
N. and W.* by the Name of *M. B. W.* of the one  
Part, and *M. K. of A.* in the County of *Cornwall*,  
*Esq;* and *T. R.* of the *Middle Temple*, *Esq;* of the  
other Part, I the said *M. B. of N. and W.*  
for the Settling the Manors, Lands, Tene-  
ments and Hereditaments therein mentioned, and  
in Consideration of 10*s.* of lawful Money, did  
bargain, sell, alien, release and confirm unto the  
said *M. K.* and *T. R.* the Manors, Advowsons, Me-  
suages, Lands, Tenements and Hereditaments there-  
in contained, and amongst others, all that the  
Manor or reputed Manor of *L.* with the Rights,  
Members and Appurtenances thereof in the Coun-  
ty of *B.* and all the Mesuages, Lands, Tene-  
ments and Hereditaments of me the said *M. B. W.*  
in *L.* aforesaid and *F.* or either of them, in the  
said County of *B.* To hold to the said *M. K.* and  
*T. R.*

T. R. their Heirs and Assigns for ever, to and for the Uses, Intents and Purposes, and subject to the Powers, Limitations and Provisoos therein after expressed and contained concerning the same, in which said Indenture of Release is contained a Proviso, That it should and might be lawful to and for me the said M. B. W. from Time to Time, at any Time or Times, during my Life, *until I should attain the Age of eighty Years*, by any Deed or Writing, last Will or Testament, executed by me in the Presence of two or more credible Witnesses, to revoke or alter all or any of the Uses or Trusts thereby limited or appointed, ~~And~~ to limit any other or new Estates, Uses, Trusts or Dispositions of or touching the Premises or any Part thereof: ~~And whereas~~ by Indenture, bearing Date the 14th Day of *October* in the Year of our Lord 1737, and made or mentioned to be made between me the said M. B. of N. and W. of the one Part, and T. B. of S. in the County of E. Esq; J. L. of the Parish of St. J. within the Liberty of the City of W. in the County of M. Esq; and E. R. of the Parish of St. P. C. G. in the said County of M. Esq; of the other Part, reciting the said herein before recited Indenture, and also reciting two several other Indentures made subsequent thereto, whereby the Uses of and concerning the said Premises, in and by the said first mentioned Indenture limited and declared, were altered and revoked, and new and other Uses appointed and declared of and concerning the said Premises, but subject to a like Proviso for altering and revoking the same, and appointing new Uses as in the said first recited Indenture contained; I the said M. B. of N. and W. in pursuance of the said Powers to me reserved, and being then under the Age of eighty Years, did revoke the Uses in and by the said several recited Indentures declared of and concerning the said Premises, and did limit, appoint and declare the same Premises to

and for the Uses and Trusts, and under the Provisoes therein after expressed concerning the same; in which Indenture is also contained a Proviso, that it should and might be lawful to and for me the said *M. B. of N. and W.* from Time to Time, and at all Times thereafter, during my Life, by any Deed or Deeds to be by me executed in the Presence of two or more credible Witnesses, or by my last Will in Writing, or Codicil thereto, to be by me signed in the Presence of three or more credible Witnesses, to revoke or alter all or any of the Uses, Estates and Trusts therein before limited or declared of or in all or any of the Premises, and to limit any new or other Estates, Uses, Trusts or Dispositions of or touching the same so revoked or any Part thereof: **And** whereas I have made and published a Will in Writing, bearing Date the same 14th Day of *October* 1737. **Now** I the said *M. B. of N. and W.* in Pursuance and by Virtue of the said Power to me reserved in and by the said last recited Indenture of the 14th of *October* in the Year 1737, and of all and every other Power and Powers and Authorities to me given or reserved in this Behalf, **Do** by this my Codicil revoke, annul and make void all and every the Uses, Trusts, Estates, Limitations and Appointments in and by the said several recited Indentures or any of them limited, created or declared of and concerning all that the said Manor or reputed Manor of *L.* with the Rights, Members and Appurtenances thereof, in the said County of *B.* and all the said Mesuages, Lands, Tenements and Hereditaments of me the said *M. B. of N. and W.* in *L. and F.* aforesaid or either of them, in the said County of *B.* in and by the said first recited Indenture of Release granted, released or conveyed, with their and every of their Appurtenances: **And** I the said *M. B. of N. and W.* in Pursuance of and by Virtue of all and every the Powers aforesaid, **Do** direct, limit, appoint and de-

declare, That the said first recited Indenture of Release, and the Grant and Conveyance thereby made as to all that the said Manor or reputed Manor of *L.* with the Rights, Members and Appurtenances thereof, in the said County of *B.* and all the said Mesuages, Lands, Tenements and Hereditaments of me the said *M. B.* of *N.* and *W.* in *L.* and *F.* aforesaid, or either of them in the said County of *B.* in and by the said first recited Indenture of Release granted, released or conveyed, with their and every of their Appurtenances, be and enure, and I do hereby give and devise the same in manner following, that is to say, **To the Use of the honourable *H. B.* Esq;** commonly called Lord *H. B.* Brother of his Grace the Duke of *St. A.* for the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate by Forfeiture or otherwise, in his Lifetime, then **To the Use of the said *T. B. J. L.* and *E. R.* and their Heirs,** during the natural Life of the said *H. B.* in Trust to preserve the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to make Entries or bring Actions, as the Case shall require: But nevertheless to permit and suffer the said *H. B.* during his natural Life, to receive and take the Rents and Profits of the same Premises to his own Use; and from and after the Decease of the said *H. B.* **To the Use of *M.* the Wife of the said *H. B.* for the Term of her natural Life,** without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate by Forfeiture or otherwise, during her Life, **To the Use of the said *T. B. J. L.* and *E. R.* and their Heirs,** during the natural Life of the said *M.* in Trust to preserve the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to make Entries or bring Actions, as the Case shall require; but nevertheless to permit and suffer the said



*M.* during her Life, to receive and take the Rents, Issues and Profits of the same Premises to her own Use; and from and after the Decease of the said *M.* **To the Use** of the first Son of the Body of the said *M.* by the said *H. B.* begotten or to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, **To the Use** of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the said *M.* by the said *H. B.* begotten or to be begotten, severally and successively, one after another, as they shall be in Seniority of Age and Priority of Birth, and the Heirs Male of their respective Bodies lawfully issuing; the Elder of such Sons and the Heirs Male of his Body being always preferred and to take before the Younger of such Sons and the Heirs Male of his and their Body and Bodies; and for Default of such Issue Male, **To the Use** of all and every the Daughter or Daughters of the Body of the said *M.* by the said *H. B.* begotten or to be begotten, as Tenants in Common, and not as joint Tenants, and the Heirs of their several and respective Bodies lawfully issuing; and failing Issue of any of the said Daughters, **To the Use** of all and every other such Daughter or Daughters as Tenants in Common and not as joint Tenants, and the Heirs of the respective Body or Bodies of such other Daughter or Daughters lawfully issuing; and for Default of such Issue, **To the Use** such Person and Persons, and for such Estate and Estates, and in such Proportions, and in such Manner, as she the said *M.* whether covert or sole, shall by any Deed or Writing, by her sealed and delivered in the Presence of three or more credible Witnesses, or by her last Will in Writing, or any Writing purporting to be her last Will, and by her signed and published in the Presence of a like Number of Witnesses, limit and appoint; and in Default of such Appointment, then **To the Use** of the right Heirs of the said *M. B.*

for

for ever: **Provided** always, and my Will and Meaning is, That it shall and may be lawful to and for the said *H B.* and after his Decease to and for the said *M.* his Wife, in Case she shall survive him, by Indenture to make any Lease or Leases of the Premises, for any Term or Number of Years, not exceeding twenty-one Years from the Making thereof, so as upon every such Lease or Leases there be reserved and made payable, during the Continuance of the said respective Terms thereby granted, the greatest improved yearly Rent that can or may be reasonably had for the same, to be incident to and go along with the Remainder or Reversion expectant on such Leases respectively, and so as such Leases be not by any express Words therein contained freed from Impeachment of Waste; and so also as there be contained in every such Lease or Leases a Power of Re entry, in Case the Rent or Rents thereupon to be respectively reserved, or any Part thereof, shall be behind or unpaid by the Space of twenty one Days next after any the Times of Payment therein to be respectively limited; and so as the respective Lessee or Lessees therein named do execute a Counterpart of such Lease or Leases respectively: **And** I do hereby ratify and confirm all and every the Uses, Trusts, Estates, Limitations and Appointments in and by the said recited Indenture of the 14th of *October* 1737 limited, appointed or declared of or concerning all and every or any of the Manors, Mesuages, Lands, Tenements and Hereditaments therein comprised, except and other than the said Manor of *L.* with its Appurtenances, and the Lands, Tenements and Hereditaments aforesaid in *L.* and *F.* aforesaid, or either of them, in the County of *B.* **And** I do also hereby declare, That my said Will in Writing, bearing Date the 14th Day of *October* 1737, and this Codicil which I will shall be added to and deemed Part thereof, do contain my last Will and Testament. **In Witness** whereof I have to this

## Wills.

Codicil and to a Duplicate thereof, both of the same Tenor and Effect, each contained in two Skins of Parchment, set my Hand and Seal this \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord 1739, and in the 13th Year of the Reign of King George the Second.

*Signed, sealed and published by  
the said M. B. of N. and W.  
as and for a Codicil to be ad-  
ded to, and be Part of, her last  
Will and Testament, in the Pre-  
sence of Us who subscribed our  
Names in her Presence.*

Perused by Mr. Ward.

*A Nuncupative Will.*

**I.** B. his Will by Word of Mouth made and declared by him about the \_\_\_\_\_ Day of \_\_\_\_\_ in the Presence of us who have hereunto subscribed our Names as Witnesses hereto. *My Will is, That, &c. (the very Words.)*

J. G.  
R. S.  
E. G.

INDEX.



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# I N D E X.

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## Accounts.

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